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## The Solicitors' Journal.

LONDON, NOVEMBER 17, 1866.

WE ARE INFORMED that an intimation has been conveyed to the Chief Justice of the Queen's Bench that it is the intention of the Government to propose, at the meeting of Parliament, the creation of three new judges, one being allotted to each court. It is also proposed to re-arrange the circuits, and the judges have been consulted as to the most convenient re-distribution of counties to the different circuits. We believe they will recommend that Lancashire should be created into a separate circuit. York, and the northern counties, will form the "Northern Circuit." The Midland circuit will be re-mitted to its ancient limit, receiving in addition Birmingham, at which town for the future an assize is to be held.

Thus has been, we fear, consummated an act of wanton extravagance, not to call it by any worse name, which will be, as we have more than once pointed out, not only utterly unnecessary, but a positive obstacle in the way of that salutary re-arrangement of our judicial system so imperatively required to bring our practice into accord with the improved theory of modern times.\*

AN EXPRESSION in the *Times* article on Mr. Coleridge's address to the Articled Clerks' Society, to the effect that "if it were possible to conceive a literary solicitor it would be impossible to conceive any client resorting to his office," has called forth the following protest from one of the body:—

Have we so soon forgotten Sharon Turner, the historian, and Roscoe, the biographer? Is the memory of Horace Smith and his brother James, the authors of "Rejected Addresses," so soon buried in oblivion? Yet Sharon Turner and Roscoe were not only solicitors, but solicitors whose offices were much resorted to by their clients up to a late period of their lives, while Horace and James Smith held for many years the lucrative and important office of solicitors to the Admiralty.

The *Times* is perpetually getting into scrapes of this sort from his unhappy habit of publishing leaders written "to order," by a permanent staff, supposed—but most absurdly—to be *au fait* in all questions which may be suggested to them, whereas it is obvious that special knowledge of the particular subject is necessary in anyone who should presume to instruct the public *ex cathedra* on any point.

THE VALIDITY of the General Order of the Court of Chancery, made on the 6th of October, 1866, and relating to the "setting down" of notices of motion for decree, was, on Thursday last, called in question before Vice-Chancellor Stuart in the cause of *Short v. Roberts*, which will be found in another column. Without at all intending to prejudice the obvious question which arises in the construction of the Act, viz., whether the words "or any three of them," are to be read inclusive or exclusive of the Lord Chancellor, it is clearly of so doubtful a nature that it becomes important to suitors to ascertain how far any proceedings taken under this order

\* 10 sol. Jour. 938.

are invalid as being taken or done without proper authority in order that the Lord Chancellor, in issuing a fresh order, *secundum statum*, may at the same time, so far as possible, set right and make valid any such acts and proceedings. The good old custom of obtaining the sanction of all the equity judges to a General Order of the Court has been suffered to fall into disuse. Lord Westbury was the first Chancellor who (from impatience of control or some other cause) systematically issued General Orders with the concurrence of less than the whole number, or a clear majority, of the equity judges, and we find that during the time he occupied the woolsack, not one of the General Orders issued for the High Court of Chancery is signed by either of the Lords Justices. On the other hand, his predecessor, Lord Campbell, under whose régime the Consolidated Orders were compiled, issued his General Orders, without a single exception, with the signatures of everyone of the equity judges. After Lord Westbury had introduced the loose practice, Lord Chancellor Cranworth issued an order on the 7th of May, 1866, signed only by himself, the Master of the Rolls, and Vice-Chancellor Kindersley, and the only General Order since made is that now challenged as invalid. We believe all these orders go through the hands of the solicitor to the Suitsors' Fund, and, if so, his attention cannot be too closely directed to the opinion of Vice-Chancellor Stuart, expressed in this case of *Short v. Roberts*.

WE LEARN from the *Times* that a shareholder of the North British Railway Company, in addressing the Lord Advocate of Scotland upon the subject of the falsification of accounts in that company, referred to the 8th section of the 20 & 21 Vict. c. 54 (An Act to make better provision for the punishment of frauds committed by trustees, bankers, and other persons entrusted with property). That Act contained several very wholesome provisions for the punishment of frauds by directors, managers, &c., of public companies. It did not, however, extend to Scotland. It was repealed in 1861 by the Criminal Statutes Repeal Act (24 & 25 Vict. c. 95), and its provisions in the above respect re-enacted by chapter 96 of the same year, the 84th section of which corresponds to the section of the 20 & 21 Vict. c. 54, quoted by the North British shareholder. These provisions, however, do not extend to Scotland. Nevertheless, even if there should happen to be no statute applying to Scotland by which falsifications of companies' accounts and such-like disgraceful transactions are expressly particularised as penal, it by no means follows that the delinquents are beyond the pale of the law.

In England, however, where the bringing of the offenders to justice is facilitated by such convenient particularising enactments, it is a great pity that these statutes are so little resorted to.

We may remark that the 166th section of the Companies Act of 1862 (which extends to Scotland) makes the falsification of accounts punishable as a misdemeanour by imprisonment for a term not exceeding two years, with or without hard labour; but this Act does not, of course, extend to railway companies.

THE VERY IMPORTANT CASE of *Wood v. Bowson*, decided in the Court of Queen's Bench sitting in Banco, on the 14th inst., raises a question as to the construction of the term "threats," which it is doubtful whether the judgment given in this case will set at rest. The case was shortly as follows:—The respondent Bowson was a builder at Stockport, and the two appellants Wood and Barrow were members of a society called the United Order of Bricklayers, and were in the employ of the respondent. He had four apprentices, and all his men stopped work on that account in October, it being against their rules that apprentices should do the work of skilled and well-qualified workmen. One morning he saw Barrow speak to two of his men, who thereupon picked up their tools and went away. Asking the reason

of this, Mr. Bowson was told by Barrow that it was on account of his apprentices. Mr. Bowson then wrote to Barrow as follows:—"Will you please inform me what is the reason why my men were taken away from me? I have heard that it was because I employed too many apprentices; but of this I had no notice; and I should like you to let me know what you require me to do?" In answer he received the following from the society:—"At a summoned meeting, held at this place, of the United Order of Bricklayers, it was proposed, and carried unanimously, that no society bricklayer will work for Mr. Bowson until he parts with some of his apprentices. He will be allowed two apprentices, and when his oldest apprentice arrives at the last year of his servitude, he will be allowed a third; until then there will be no society bricklayers to work for him; and further, there will be so much expenses to pay as well before any society bricklayer will work for Mr. Bowson. By order of the society." This was not signed in any name, but it was in the handwriting of Barrow, who is the society's secretary. Mr. Bowson afterwards received a demand for £18, with a notification that, until it was paid, no society men would work for him. A combination among the master builders in opposition to this society resulted in all the builders coming to a resolution to dismiss their men unless Mr. Bowson's men resumed their work.

The appellants had been convicted by the magistrates under 6 Geo. 4, s. 192, for attempting by threats to coerce and intimidate their employer.

Setting aside the arguments used on either side in support of their case, we find, from the differences of opinion expressed by the judges, that two points as to the construction of this section of the Act are left in doubt. The first point is one which might, but for the conflicting opinion of the judges, have been settled by this case, namely whether "threat" means a threat of physical violence; and the second arises out of this case, and raises the question whether, if the resolution of the society as set out above had been so worded as to lead to an expectation that personal violence would be done to Mr. Bowson unless he complied with the society's demands, and had been nevertheless in the shape of a resolution, and only a communication, as the resolution in question was, in compliance with a request for an explanation, that would have been construed as a threat so as to bring the conduct of the workmen within the purview of the Act. Now the words of the section are—

That if any person shall by violence to the person or property, or by threats or intimidation, or by molesting, or in any way obstructing another, force or endeavour to force any workman to depart from his employment, or prevent or endeavour to prevent any workman from hiring himself, or if any person shall use or employ violence to the person or property of another, or threats or intimidation, molestation, or obstruction for the purpose of forcing a person to contribute to any common fund, or pay any fine or penalty, or on account of his refusing to comply with rules, orders, or regulations made to regulate the mode of carrying on any business, or if any person shall by violence to the person or property of another, or by threats or intimidation, or by molesting or in any way obstructing another, force or endeavour to force, any person to alter his mode of conducting his business, or to limit the number of his apprentices, or the number or description of his journeymen or workmen, every person so offending, being convicted, may be imprisoned and kept to hard labour for any time not exceeding three calendar months.

The whole tenor of this section appears to be directed against violence threatened to person or property, a view which three out of four learned judges appear to have adopted; but Mr. Justice Lush, although he "concurred in thinking that this conviction could not be supported—

Felt that, after the decision which had taken place upon the *st. dute*, it was too late to hold that the word "threat" must be limited to threats of violence or physical injury. The cases decided upon it had placed a more extended construction upon it, and it must be taken that it would include threats of any kind of injury, provided there

was the manifestation of an intention to do an injury to the party against whom the threat was made. But was there such a threat in this case? He thought not; for there was only the communication of a fact, in answer to an inquiry by the employer, and the fact stated—the resolution of the men—had not been communicated until that inquiry. Now there could be no threat without communication, and here there was no communication by way of threat."

Here, then, we have the points of difference; the weight of Mr. Justice Lush's opinion is sufficient to leave in an unsettled state the question whether or no the word "threat" must be limited to threats of violence or physical injury, and it also seems to raise the fresh point whether, if the resolution had bound the men to the perpetration of personal violence against Mr. Bowson, it could, for all that, have been construed as a threat, unless communicated voluntarily and unasked.

THE CASE of the Queen's College graduates against the Senate, touching the validity of the supplemental charter, is to be argued before the Irish Master of the Rolls on Monday next. Last motion day counsel for the graduates endeavoured to obtain an undertaking on the part of the Senate not to take any action in the meantime, but their leading counsel, Mr. Lawson, Q.C., refused to give any such undertaking.

A JUDICIAL INQUIRY, the most remarkable in late years, unless *Fernie v. Young* might match it, for the evidence given by experts, when a master in lunacy, six counsel, and twenty-two special jurymen sat for four-and-thirty days to hear the evidence of 150 witnesses, caused this Journal to remark \* that the evidence of doctors was next to worthless on the plain question whether a man was capable of managing himself and his affairs. That, we thought, was a question which addressed itself eminently to men conversant with the ordinary affairs of life. This view afterwards received support from Lord Westbury's remarks, in bringing in his bill for the Lunacy Regulation Act of 1862, the provisions of which were also in accordance with the suggestions in the comments, above referred to, made by this Journal on the *Wyndham case*. Lord Westbury told the House of Lords that he objected to the judicial attention being so particularly directed to the medical testimony. It was a radical error to deal with these cases as if the subject were to be inquired into physiologically, and not like every other question. If the inquiry was whether the brain was in a state of disease, then it might be right to prosecute the matter as a question of physical science, and to regard it as we regard any other fact in philosophy. But a jury should only receive evidence by which ordinary men could arrive at the fact of the state of mind as they would arrive at any other alleged fact—such evidence as every man could understand. The memory is carried back to these things by the Brussels proceedings on Risk Allah Bey's trial. The Court having ordered the bed on which the deceased Readley died, and one of the chairs of his room to be brought before them, further appointed, to make the proper experiments, the gunmakers Devismes, Gavrain, Janssen, and Montigny, Captain Charrin, and Dr. Scoppens, who took the oath as experts. M. Charrin, in the presence of the Court, went through the experiment on the bed of a possibility of a suicide; then the report proceeds:—

"The President.—Would it be possible to fire without taking aim?"

"The expert Janssen.—Yes.

"The expert Montigny.—It was unnecessary to kneel down.

"Here some opinions and counter-opinions were exchanged among the experts.

"The chairman of the jury requested M. Charrin to repeat his experiments, which he did as successfully as before.

"Then the President put to each of the experts the following question: Do you believe in the possibility of a suicide?"

"M. Montigny.—If the body was able to move after death, I believe in the possibility of a suicide.

"M. Janssen.—I persist in my belief that the gun was fired from a distance, and not close to Ready.

"M. Gavrain.—I believe in the possibility of a suicide.

"M. Devismes.—I am certain there was a suicide.

"M. Charrin.—I too.

"Dr. Scoopens.—The suicide may have been possible, but I doubt—

"The President interrupting.—You must conclude from the experiments you have witnessed.

"Dr. Scoopens.—I believe that there was no suicide.

"The declarations of the experts were heard with an anxiety it was impossible to depict; the whole auditory hung on their lips."

A sense of the ludicrous would probably be an Englishman's first feeling on reading this account, and it would not be diminished by another passage in the report, that the expert Charrin gave evidence that if Ready was naked it was probably to prevent his shirt from being burnt, which would have exposed him to tortures, and the President answered, "And indeed Ready was found without his shirt on." The gravity with which the Court received the expert's evidence that a man going to commit suicide by blowing his brains out would think about the "tortures" from burning his shirt, is proof of a simplicity which may account for the omission of any question whether Ready was or was not in the habit of sleeping without a shirt, and, if not, what became of his shirt. The President tacitly assumed it was not Ready's habit. There might have been a struggle and a torn shirt, although the body lay afterwards composed.

The experts, it seems, held a kind of discussion of their own in court. Two experts, who were certain there was a suicide, were allowed to give their evidence without interruption, but a third, who thought a suicide possible, but doubted, was told to give his evidence on the experiments: then he believed there was no suicide. Moreover, an experiment perfectly intelligible to the Court or to any jurymen of common understanding was tried and repeated before the eyes of the judge and jury, yet they were none of them to form their own opinion of the conclusions deducible from it, but to trust to the belief of experts formed on this experiment. If it was necessary to appoint experts to make the experiment, it could not be necessary to see the result through the eyes of experts. But in truth there was no occasion for experts at all in the matter: every one knows how a gun is let off, and whether a man in a given position from which he has not moved, could have let a gun off so as to shoot himself. In such a case to substitute a trial by experts for a trial which might be made by any man of common wit before the very face of the Court, and when the trial has been made by the experts to substitute their belief for conviction from the seeing and hearing of the jury seems to be little short of judicial charlatanism.

IT WILL, WE THINK, surprise some of our readers to learn that the Bar of England are gifted with lungs incomparably more powerful than those of their Irish brethren. Yet, unless the outcry against Mr. Napier's proposed appointment as Lord Justice of Appeals, on which we lately\* commented, was grossly unfounded, such must be taken to be the case. At any rate, it appears that the learned gentleman, though not capable, as was alleged by certain "organs" in Dublin, of hearing the arguments of Irish equity barristers, is perfectly competent to hear and determine at Whitehall appeals from every part of the world. We believe that there is no reason to doubt that Lord Derby, agreeing in that respect with the late Lord Palmerston, intends to secure the right hon. gentleman's services in one of the highest courts of appeal. At

least, his friends and acquaintances confidently assert that the honour of a baronetcy is about to be conferred upon him, and that he will be sworn in shortly one of her Majesty's Privy Council in England, and assist in the business of the Judicial Committee.

If the suggestion made at the head of this article be not the true explanation of this proceeding, there is but one other way of accounting for it. It is related that when it was lately proposed to swear in as a Privy Councillor one of the ablest and most painstaking of our judges, who, however, unfortunately labours under an infirmity similar to that of Mr. Napier, the learned gentleman, with characteristic modesty, objected on the ground that he "was too deaf, and was afraid that he was getting stupid." "Oh," said a noble and learned lord (so it is reported) "that is no disqualification, we have already in regular attendance there A., who is very deaf, and B., who is uncommonly stupid."

To speak seriously, we rejoice that the Government have determined to mark in this emphatic manner their continued belief that the outcry which drove Mr. Napier to resign the office to which he had been appointed was utterly groundless, and their determination not to allow the interested action of a clique permanently to deprive the Country of the valuable services of a distinguished lawyer.

MR. GEORGE TRAFFORD, barrister-at-law, has been appointed Chief Justice of St. Vincent's. The salary is £800 per annum. Mr. Trafford was called to the bar by the Hon. Society of the Middle Temple, in November, 1856, and he has since practised on the North-Wales and Chester Circuit, and at the Cheshire, Flintshire, and Denbighshire Sessions.

THE TWO FOLLOWING paragraphs are from the new journal *Social Science*:—

"We can state with confidence that the exertions made by the association to draw the attention of Government to the necessity for reducing the law of England to a more concise and accessible form have met with success. The Lord Chancellor, we understand, is taking steps for the issue of a commission to consider the best means for the preparation of a code or digest. Lord Cranworth will probably be at the head of the commission; and we hear that Lord Westbury and Vice-Chancellor Page Wood will also be members."

"The committee appointed by the council at Manchester to prepare the outlines of an international code, met for the first time on Saturday last. Mr. Denman, M.P., Q.C., was elected the permanent chairman, and several additional members were nominated. Mr. Berryer has consented to serve, and we believe that the committee have already commenced the work entrusted to them, and are confident of being able to present a satisfactory report to the next annual meeting at Belfast."

THE INQUEST on the bodies of the children who lost their lives in the fire which took place in the Hampstead-road was resumed on Wednesday, the 14th instant, when evidence was given tending to confirm the view already taken in this Journal as to the conduct of the police. The constable, who is stated to have acted in the manner described, contradicted himself more than once in his evidence. The inquiry was again adjourned.

THE *Morning Post* thinks the proposed judicial changes desirable on every ground, but considers that, if the claims of the common law courts for additional judicial strength are thus to be recognised, there are other tribunals of equal importance, the judges of which are quite as much overworked. This, of course, refers to the Court of Chancery, and our contemporary thinks another Vice-Chancellor ought to be appointed.

IT IS UNDERSTOOD that the Attorney-General decided that the retainer which the Jamaica C



offered to Mr. Coleridge, Q.C., and which was accepted by that gentleman, is informal, and that Mr. Eyre's retainer is consequently good. The Attorney-General, it is said, has declined to state the grounds on which his decision is based.

ON MONDAY LAST, upon the Lords Justices returning into court after luncheon, Lord Justice Turner, addressing Mr. Bacon, Q.C., the senior Queen's Counsel then present, said—"It seems to us that some tribute of respect ought to be paid by this Court to the memory of the late Lord Justice. He presided in this court for a period of no less than fifteen years, with great advantage to the public and perfect satisfaction to the bar. The acuteness of his intellect, the power of his memory, his devotion to the business of the court, and his anxious desire to do complete justice, will long be recollected by all of us. To those who shared his private friendship it is well known that all those qualities were associated with kind feelings and an affectionate heart. I cannot overstate the exceeding kindness which he at all times displayed towards myself during the fourteen years in which we sat together in this court. No angry word ever passed, nor did, I believe, an angry thought ever arise between us. We think it right, as a tribute to his memory, that this court should not sit on Wednesday next, which, I understand, is the day fixed for his funeral." Mr. Bacon replied, "I am sure that the course proposed by your Lordship will be thankfully accepted by the whole bar. The late Lord Justice will always be remembered by us with gratitude on account of his admirable discharge of his duties, and with affectionate regard by all those who enjoyed the privilege of his private friendship."

WE ARE INFORMED that Mr. Albert Turner, of the firm of Sole, Turner, & Turner, solicitors, Aldermanbury, is a candidate for the office of coroner for the City.

#### RAILWAY INSOLVENCY.

If the present unfortunate condition of some large and several minor railway companies cannot be profitably discussed, except with reference to future legislation, it is at least equally true that legislation cannot be profitably undertaken until the whole subject-matter has been thoroughly examined. To understand the position of an insolvent railway, to appreciate the relations of the shareholders, debenture-holders, and general creditors, and to scheme improvements with any chance of success, involves a survey of the past as well as of present circumstances.

Reserving for a future article the consideration of the effects on the shareholders, creditors, and the public and the possible preventives and remedies, we propose now to deal only with the causes of insolvency, and these may in fact be reduced to one, viz., extravagance; meaning by that word "expenditure continually exceeding the available resources." It is, of course, possible to conceive cases in which a company, like an individual, might be ruined by direct fraud, but these it is unnecessary to consider, and all others may, we venture to say, be referred to the one cause above mentioned. To test this, trace the history of any railway company known to be embarrassed. The promoters think the passing of their bill an object worth attaining at any price, and the requirements of landowners and other petitioners against the bill are conceded with a facility that tells a dreadful tale in after-years. Having obtained their Act, the promoters (now converted into directors) think a few months' delay in the construction of their line cheaply saved at the cost of a large depreciation of their share capital. Unfortunately the importance of securing *bona fide* shareholders has been overlooked in their devotion to the object of obtaining the Act; the deposit required by Parliamentary standing orders (doubtless intended to represent subscribed capital) in fact belongs to the bankers who have advanced it, and the only possible

method of issuing at least a large proportion of the shares is to allot them to the contractor at a price fixed by himself. Pausing here for a moment, the legal reader will easily foresee the creation of difficulties. How far contractors may take shares and yet not be liable for them; whether payment in work or cash of half the value at which shares are taken is equivalent to a payment of half the amount of the shares so as to justify the issue of debentures; and what loan transactions are and what are not allowable; are questions which will doubtless have to be settled by the courts, and which we will not prejudge.

Passing by the payments of commission to financiers, and the allowance of rebates to contractors, all dictated by what is called necessity, that is, the exaggerated importance of proceeding at any price, and all of doubtful validity, the next instance of extravagance is the purchase of land; and here again the importance of acquiring the land and constructing the railway at the earliest possible moment is preferred to all other considerations. Awards, verdicts, agreements, the examination of abstracts, and the settlement of conveyances take time, and railway companies, therefore, urged by their contractors, exercise their oppressive power of seizing a man's land, and not unfrequently turning him out of house and home on the terms of depositing in the Bank of England the value of his property as fixed by a surveyor of their own nomination, and giving him a bond for the same amount, usually, we believe, entered into by two of their own directors. The double effect of this proceeding is that they lock up money which they can ill afford to spare, and, at the same time, by making enemies of the landowners, increase the demands upon them. The haste with which possession is taken under these circumstances necessarily involves mistakes, and mistakes lead to litigation, and so again increase the cost of the land. There is one special way in which landowners, particularly in the metropolis and its neighbourhood, mulct railway companies heavily. The 92nd section of the Lands Clauses Act enables a man to say that no railway company shall take the smallest part of his house or manufactory without taking and paying for the whole. This provision the courts have construed most liberally in favour of landowners, who have suddenly discovered that mere corners of outbuildings, ashheaps, orchards, and the like, form part of valuable houses or manufactories, the whole of which must be purchased at a high valuation, increased by ten or fifteen per cent., because, though the landowner, and not the company, insist on it, the sale is compulsory. This may appear to militate against our view of railway extravagance, but the fact is otherwise. Rather than delay the construction of the line or vary in the least the scheme which they have laid down for themselves, the directors accede to the landowner's demands, and rush wildly into purchases which eat up their capital and saddle them with superfluous lands to be disposed of hereafter at an almost inevitable disadvantage.

It is not within our province to consider railway mismanagement, though a fruitful source of extravagance. If railway companies are to exist at all they must be intrusted with the management of their railways when completed and opened for traffic, and subject to some few provisions for the protection of the public (the carriage of her Majesty's mails, and the like), the shareholders must be left to take care of their own property. But there are yet two points to which we would call attention: it is well understood, and is part and parcel of the constant extravagance which, as in the case of individuals, adds to its other errors that of underrating the amount of work to be done and overrating the means of accomplishment, that the original capital of a railway company never suffices for the construction of a line, and at an early period therefore of its history further capital is required. We are far from saying that further capital is not in many cases necessary, and even desirable, but that it is *always* required is an anomaly in the railway



system inconsistent with the theory that no bill is passed until two Parliamentary committees are satisfied that the estimates given of the cost of constructing the railway are accurate. But any ill effects of the creation of additional share capital are ever increased by a piece of extravagance, the odium of which must be borne, not so much by the railway company as by the Parliamentary rule, that no issue of debentures shall be authorised unless tacked to shares of treble the nominal value. Debentures, and not shares, are what a railway company, with a line not opened and expensive works on hand, requires, and the value of debentures can scarcely be increased by the creation of shares only saleable at a discount of say 50 per cent. Yet Parliament insists on the shares as a condition precedent to the issue of debentures, even where the shares must be valueless, and thus compels the company, while increasing its obligations, to increase also the number of persons interested in its profits thus further burdened.

Again, no sooner is a company incorporated than it at once takes to furthering new schemes, enlarging its borders, entering into agreements for working other lines, and, in a word, undertaking new duties before it has shown any capacity for discharging those with which it was first intrusted. This has been a source of embarrassment to even the best and most fortunate companies, but to those less advantageously situated it is frequently the immediate cause of ruin.

It must not be understood that we have attempted, within the limits of this article, to notice all the various methods in which railway companies display what we have denominated extravagance. Our theory is that, given the cases of an insolvent gentleman of fair property, who neither gambles, is addicted to horse-racing, nor is peculiarly unfortunate, and of an insolvent railway company, the insolvency will in each case be found to have been produced by causes strictly analogous; and this we venture to think is borne out by the instances we have noticed, as well as by many others which will readily occur to all conversant with railway matters. An extravagant gentleman must be allowed to take his own course, ending perchance in the Bankruptcy Court, and whether it is wise or possible to allow railway companies to stand on the same footing, or on the other hand, in the interest of the public, to apply a different remedy for the like disease, is the ultimate question to which the attention of the Legislature must be directed, and to the consideration of which we propose to devote a portion of our space for a few weeks to come.

#### DR. COLENZO IN THE ROLLS COURT.

Lord Romilly's decision in the case of *Colenso v. Gladstone and Others* has, for the present at anyrate, disposed of the contention between Dr. Colenso and his adversaries. Whether the matter will be suffered to rest here is another question, and one which admits of much speculation. His Lordship remarked, at the close of his judgment, that the moral and doctrinal aspect of the case had not been presented for his consideration—it had not been urged before him that Dr. Colenso, by the course he had pursued upon doctrinal matters, had forfeited his right to the stipulated salary—had that question been raised before him, he might have been compelled to decide it. It is possible, of course, that this question may yet be brought forward in some form or other, but the decision in the "*Essays and Reviews*" case was not very encouraging to those whom a contemporary styles "the clergy and clerically-minded laity," and perhaps a certain lack of sympathy between them and the "professors of that great and admirable mystery, the common law," inclines the former to shrink from such a course. Clarendon, in his time, lamented the want of amity between Law and Church, and took occasion to remark on the "virulence and animosity" of the one profession, and the "peevishness" of the other. We have changed all that now, but in spite of the comity subsisting between us all,

there is still, perhaps, on the part of the clerical profession, especially a certain section, a disposition to shrink from the mediation of their brethren of the long robe and to regard them as something which had better be left alone.

To return, however, to the case which was decided by Lord Romilly on the 6th inst., and the facts from which it originated. It will be remembered that in April, 1841, a public meeting, at the instance of the Archbishop of Canterbury, was held in Willis's Rooms, at which meeting resolutions were passed in favour of raising a fund for the endowment of colonial bishoprics. In the month following the association formed for this purpose was established upon a regular footing, and a special resolution was passed declaring that the committee of the association should consist of all the bishops and archbishops of England and Ireland, and should be styled "The Council for Colonial Bishoprics."

There is a lofty sound about this appellation which has probably led many people to imagine that the body indicated were in some manner endowed with ecclesiastical jurisdiction, or were at any rate an off-shoot of the Legislature; possibly a minority only really contemplated that the body so described were simply the managers of a benevolent society. The society had a perfect right to call their committee by this name, especially as it precisely describes the nature of its function, and no doubt, upon other grounds, they were wise in doing so. A good sounding corporate name is no doubt advantageous to its professors; if this were otherwise, semi-legislative appellations would not be so eagerly adopted by the managers or directors of new schemes and institutions. All men, perhaps, pay an unconscious deference to names which have an official ring about them. "The Council of Law Reporting" very likely can take higher ground as such than they could merely as the directors of a voluntary association; and they have a perfect right to the name, if they choose to assume it, just as an insurance company would have a perfect right to set apart a portion of their number and call them "The Council for Fire Insurances."

Going back to the Council for Colonial Bishoprics, it was in 1853 that the council having, according to their powers, stipulated for the endowment of the see, the Crown, by letters patent, appointed Dr. Colenso first bishop of Natal. The letters patent ordained that the Bishop of Natal should be subordinate to the see of Capetown, as any bishop in the province of Canterbury is to the Archiepiscopal see, and there is no doubt that the promoters of the new bishopric did, in fact, imagine that they were creating a prelate with a very different status to that which the Privy Council have subsequently determined to be his. In December, 1863, Dr. Gray, the Bishop of Capetown, pronounced his decree deposing Dr. Colenso from his bishopric; and, upon a notification to them of this sentence, the treasurers and trustees of the colonial Bishoprics' Fund stopped Dr. Colenso's salary of £660 per annum. They were, of course, right in doing so; for had Dr. Gray's decree been upheld by the Privy Council, the salary which was, by the stipulation, payable to the Bishop of Natal, would not have been receivable by Dr. Colenso. The deposed bishop then petitioned the Crown against the sentence of the Bishop of Capetown, on the ground, amongst others, of want of jurisdiction. Her Majesty, in accordance with the provisions of 3 & 4 Will. 4, c. 41, referred the petition of appeal to the Judicial Committee of the Privy Council, and their decision, pronounced, in 1865, by Lord Westbury, declared the Bishop of Capetown's sentence to be null and void. The reasons on which that decision was based we must quote here, because upon them was founded the argument for the defendants in the case of *Colenso v. Gladstone*. The Court held (1) that where a colony has acquired an independent legislature of its own, the Crown has no power, by virtue of its prerogative, to create a metropolitan see, or any ecclesiastical corporation which the

colonists could be required to recognise. It followed (2) that the reservation of metropolitical authority in the letters patent was simply invalid. The result of all this being that colonial bishops, whether metropolitan or suffragan, have coercive authority only over those who choose or agree to be subject to them, the only question remaining was whether Dr. Colenso, as Bishop of Natal, could be considered to have agreed to submit to the metropolitical jurisdiction of the Bishop of Capetown. Upon this point the decision was that the parties had entered into no such agreement, and that, if they had done so, it was not competent for the one bishop to confer, or the other to receive, any such jurisdiction.

We may imagine how unsatisfactory this decision would be to those who had contributed the funds by which colonial sees had been endowed. In the particular case of Natal, the funds, as we learn from the letter of Miss Burdett Coutts's solicitor to the *Times*,\* were mainly provided by two individuals; but the principle involved in the decision extends to colonies other than the Cape. Of course the aim which the donors proposed to themselves was the laudable one of doing good, but possibly the flattering idea of originating a prelate added a spice of pardonable self-gratulation to other motives. Each donor to the society would feel that he or she had a real

\* On this point the following letter, which has appeared in the *Times*, will be found not devoid of interest.—Ed. S. J.

"Sir,—The difficulty of arriving at the truth in even contemporary events is proverbial. You have candidly inserted in the *Times* of to-day a correction of a previous misstatement as to the endowment of the Bishopric of Natal. But my friend Mr. Farrer, in disclaiming, on the part of Miss Burdett Coutts, any share in providing that endowment, ascribes the principal portion of it to "A Brother and Sister."

"Now, the fact is that the endowment of Natal consists of a sum of £10,000 (of which the Christian Knowledge Society contributed £2,000), voted out of the general fund placed at the disposal of the Colonial Bishops' Council, and a grant of £300 a-year from the same body.

"It is the Missionary Church in China that owes the foundation of its Bishopric to the munificent donation of "A Brother and Sister;" for it was under that modest description that two most esteemed friends of my own, desiring to remain unknown, contributed no less a sum than £10,000 towards the erection of a Bishop's see and a Missionary College, at Victoria, Hong-kong.

"You will, perhaps, allow me to avail myself of this opportunity to correct another error into which the writer of the article on Lord Romilly's judgment has been inadvertently led. By direction of the Colonial Bishops' Council the payment of the salary to the Bishop of Capetown was suspended, as well as that of the Bishop of Natal, and not only so, but every other Colonial Bishop whose patent appeared to be invalidated by the judgment of the Privy Council was requested to show cause why the same course should not be followed in his own case.

"Surely, Sir, it must be admitted that if any subjects of the British Crown have reason to complain of a real grievance and wrong, it is the Bishops of the Church of England in Colonies possessed of independent Legislatures.

"They have been sent out to their several dioceses fortified, as they fondly imagined, with full power to exercise necessary discipline, for they bore with them formal documents to that effect, drawn up under the Queen's warrant, and sealed with the Great Seal of England.

"The Bishops, in their simplicity, supposed that these letters patent, prepared and approved by the law officers of the Crown, really conveyed the powers which they purported to convey.

"They have been cruelly deceived. The Queen, who by her law officers, issued the patents in question, has recently by her Majesty's Counsellors in the highest Court of Appeal pronounced them to be legally invalid.

"We have been reminded by the Master of the Rolls of the old maxim, "*ignorantia legis excusat neminem*," and we are bound to assume that high legal functionaries would, least of all men, have occasion to plead such a ground of excuse. Yet the conclusion is inevitable that either Mr. Attorney-General Bethell\* was ignorant of the law when he passed the letters patent of Capetown and Natal in 1853, or that my Lord-Chancellor Westbury was ignorant of it when, in 1865, he delivered the judgment of the Judicial Committee, declaring those patents to be of "no effect in law."

"Nov. 9." "I am, Sir, your obedient servant,

"ERNEST HAWKINS.

\* He was then Solicitor-General. Sir A. Cockburn was Solicitor-General in 1853.—Ed. S. J.

and tangible share in a colonial bishop; in fact that, to a certain ascertained fractional extent, the said donor was the actual author of a genuine and plenary prelate edited by the Crown. And when it turned out that, for practical purposes, this prelate was much in the position of being a bishop only for those who chose to call him one, this idea of ownership and authorship would of course be robbed of three-fourths of its sweetness.

The council still declining to pay Dr. Colenso his episcopal salary, he instituted the present suit against the late Chancellor of the Exchequer and others, as trustees and treasurers of the fund. The bill prayed that the defendants might be ordered to set aside a sum of £10,000 out of the fund for the purpose of securing the income of the Bishop of Natal, and to pay the plaintiff the arrears from April, 1864. These arrears had, in the interim, been carried to a separate account. The council declining to raise the doctrinal question, the defendants' contention simply was that when the stipulation for endowment of the see was entered into they had imagined that they were endowing a bishop whose position and authority would be like that of an English bishop, and that since the Privy Council had decided that this could not be so they were released from their obligation. The defence was, in fact, Mistake. Lord Romilly in his judgment observed that the Bishop of Natal, though by the decision of the Privy Council shown to have no coercive and merely a consensual jurisdiction, was still a bishop by virtue of the Royal patent. It was not, therefore, true that the Bishop of Natal had no effective jurisdiction.

The defence, founded on the misconception of the promoters of the bishopric was, of course, in direct contravention of the old maxim *ignorantia legis non excusat*, and could not therefore prevail. Perhaps the opponents of Dr. Colenso may think it hard that they are not to avail themselves of a misconception which appears to have been shared even by the Crown; the law, however, is undoubtedly against them on this point, and the trite maxim which has put them out of court, is, after all a wholesome one, and one which tends to avoid uncertainty and repress litigation.

It seems now an established doctrine that the Courts of equity have power to relieve against mistakes of law as well as mistakes of fact (see *Stone v. Godfrey*, 2 W. R. 118; 5 D. M. G. 90), but this is only done where the Court is satisfied that the conduct of the parties has been determined by the mistake. Moreover, the usage of the Court is not to rescind a contract, unless the parties can be placed in *statu quo*.

Our contemporaries have, of course, received the decision of Lord Romilly in tempers widely differing from each other. This one thing however is certain; had the contention of the defendants prevailed, the position of a colonial bishop would certainly have been rendered a very unenviable one, for the principle would of course have applied to all colonial prelates endowed by the society above mentioned, at any rate, in colonies possessing a Legislature of their own; and consequently the bishops would have been placed completely under the control of the governing body of the society, who, no longer being legally compellable to pay their salaries, might stop them, with or without pretext, entirely at their own will.

#### MR. COLERIDGE AND THE PROFESSION.\*

Mr. Coleridge has taken the opportunity afforded by his honorary presidency of the Articled Clerks' Society to make some observations on the character and aims of the legal profession, which will be read with interest outside that body. Disclaiming, with a candid modesty, any idea of drawing his inspiration from his own career, he drew an outline of the ideal of a high-minded lawyer, of which even those who only know him publicly will confess that he is himself one of the best living illustra-

\* From the *Daily News*.

tions. But while he pointed out what might be, and ought to be, the lofty standard of the profession, and enlarged, not uselessly, on the importance to society of its recognition, he exhibited a frankness not often found within its circle in confessing how often and how grievously its members sank below the height of their standard. It is curious, indeed, to reflect how singularly the legal body includes the extremes of honour and disrepute, and gains accordingly from the public at once profound respect and contempt. Its chief is the keeper of the Royal conscience, and the first layman in England; it recruits the peerage, not as exceptional reward of rare distinction, but as the regular meed of professional success; it furnishes the judges, whose integrity and learning are the safeguards of our constitution; its members are our confidants in every important transaction of our lives, and hold, with scarcely ever tarnished fidelity, the keys of our public honour and our domestic happiness. And yet, withal, the name of "lawyer" carries with it an odour which is not that of sanctity, and a certain prejudice, superable, yet undeniable, follows the successful practitioner into every society in which he is as yet personally unknown. Notoriously, barristers are unpopular in the House of Commons, till, like Mr. Coleridge, they have proved that they are also gentlemen. Instinctively, an introduction to an attorney throws us on our guard, till we recognise that he is a man to be trusted. As Mr. Coleridge confesses, "in every society, in every assembly in this country, a sneer at the rapacity, the vanity, the disputatiousness, or the unscrupulousness of men of our profession is certain to meet with too ready acceptance." It is very clear, however, as the speaker admitted, that there must be some ground for a feeling so universal and ineradicable, and it is important, for a profession in itself so honourable, in its position so eminent, that the causes of its low estimation should be carefully probed.

These causes Mr. Coleridge, partly by direct confession and partly by the remedies he recommends, seems to attribute to two sources. The first is the want of a sufficiently broad and liberal education in the average lawyer. For from such an education as would give a real knowledge of what great minds have thought, he eloquently reminded his young hearers "they might learn that there were things better than professional success, things much worse than professional failure, and that there are other and higher objects in life than to win judgments or reverse decrees." And from the contemplation of such high ideas, and of the lives of the great men by whom they were put into words, he argued that the lawyer might grow larger minded, not forgetting in his professional duties the wider duties of the man and the citizen, while he might further draw the personal lesson of modesty, and might "learn to avoid that vulgar vanity and that tiresome egotism and self-display which are so commonly, and I fear occasionally so justly, charged by men of the world upon men of our profession." But the second and deeper reason for the suspicion entertained of the profession lies in the character of some of its members. Its nobler office is to support right against wrong, but its function is often perverted into the strengthening of wrong against right. The knowledge that avails to protect is sometimes used to oppress. Evil ends are sometimes promoted by dishonest advocacy, or personal advantage sought by low arts. And so for the fault of a few of its members the whole profession suffers the penalty of a lowered repute. So to remove this stain Mr. Coleridge invokes the establishment of a higher moral tone in the profession, and calls upon each of its members to remember that little as he can do by himself, the united efforts of many would be all-powerful in such a direction.

It is impossible not to admire and respect the rare courage and discrimination which have thus unsparingly depicted the flaws that debase the character and taint the esteem of the profession to which the speaker himself belongs. But while we accept the exposition of

the disease, and earnestly commend the remedy, we must in fairness point out some considerations which perhaps fell not within the scope of an address on such an occasion or to such an audience. The lawyer is placed in a position of almost unexampled temptation. His duties are almost always those of antagonism, express or implied. The physician has but to assuage bodily suffering, the clergyman to lift the mind from the earth to Heaven, the merchant to supply the wants of mankind—even the soldier in defending his own land combats only foreign foes. But the lawyer is in perpetual conflict, and his is for ever a civil war. The enemies against whom he gives his succour are those of a man's own household, at least of his own neighbourhood or country. In such warfare all the worst passions are proverbially embittered. To the lawyer comes all the anger, all the malice, all the meanness of our nature. Even the innocent seek his aid with minds freshly soured with injustice, and little ready to listen to suggestions of peace and forgiveness. And even when no actual dispute is in progress, the lawyer, in every transaction in which he is engaged, has to contemplate and provide against every imaginable conception of fraud or malignity. It is hard for any to walk in such ways without the burrs sticking to the garments, to hold the mind always unspotted and serene amid such foulness and such tempest. But what is difficult for the purest natures to resist must inevitably, in this world, overcome the less noble. And so, while men are still to be found who are violent and fraudulent, it is inevitable that lawyers shall be found who will serve their purposes. To raise the moral tone of the profession will no doubt make such instances more rare, because more despised. But to raise the moral tone of our whole society is the only way to effectually attack the evil. Clients who want dirty business done will, to the end of time, find venal lawyers to do it. But when every kind of dirty business, under whatever fair mask of respectability, is reprobated by the sharp censure of public opinion, such work will less often be carried to the lawyer's office, and will more often find the lawyer's office closed against it. Society must aid the profession in its efforts at self-purification, and not excuse itself with a comfortable sneer at the professional baseness which itself fosters.

When this foul internal cancer begins to heal, the slighter external maladies may be expected to grow less offensive. The supercilious smartness of the youthful lawyer, which makes, as a rule the society of these young gentlemen not greatly courted, the "whipper-snapperishness," if we may coin one long word to express what Mr. Coleridge described in many short ones, which the juvenile barrister or attorney shares with the unfledged curate, springs from the same source, and is cured by the same process. In both cases it is the shallow culture of minds that have just reached the stage of discovering how little other people know, and have not yet reached the stage of finding out how little they know themselves. Each—because it has studied something which the general public has not—because it has acquired a certain acuteness in confuting an opponent, and a certain fluency of speech on any topic—fancies itself superior to all the world, outside its own privileged circle. Each, however, is generally brought back to sanity by the process of rubbing against the world, which speedily knocks off such pretensions, and the middle-aged barrister or solicitor, like the middle-aged clergyman, is in all but exceptional instances, as agreeable a companion as good sense and many strange experiences can be expected to compose. And here again the growth of general culture will aid the elevation of the profession out of its petty vanities. When the ordinary education of the middle and upper classes is such as to give them a title to be called well-informed, the smartness of the lawyer will not venture to show itself. To hold his own place he will be compelled to become well-informed himself, and when that happens he will



know better than to pique himself upon his special acquirements in legal science. There is ample room for self-improvement in the bar and in the attorney's office, but it must be guided and supported by a like growth of intelligence and public spirit in the nation.

## COURTS.

### COURT OF CHANCERY.

(Before the MASTER OF THE ROLLS.)

Nov. 10.—*Re the Inns of Court Hotel Co. (Limited).*—A petition, presented by the decorator of the company, a creditor, was in the paper of the Master of the Rolls to-day.

Mr. Jessel, Q.C., who appeared upon it, said the company was hopelessly insolvent, that they had completed their building, but now found they had an insufficient capital.

Mr. Rowcliffe, who represented the company, opposed the petition.

Mr. Jessel, having informed his Lordship that a provisional liquidator had been appointed and that another petition was in the paper of Vice-Chancellor Wood, the Master of the Rolls desired application to be made to the Lord Chancellor for a transfer of his petition so that the Vice-Chancellor might have cognisance of the whole matter. He was anxious that the Lord Chancellor should make a general order of court, that in all cases where a petition for the winding up of a company had once been presented to the court, all other petitions for the same object should be presented in the same branch of the court. Later in the day Mr. Cottrell applied to the Lord Chancellor for permission to transfer the petition to Vice-Chancellor Wood's court, and his Lordship granted the application.

Nov. 13.—Lord Romilly, at the sitting of the court this morning, made the following observations, which he desired might be made public through the medium of the press:—His lordship said—I find in the money article of the *Standard* newspaper of yesterday a statement to the effect that the liquidators of some companies, in the course of winding up, make loans of considerable amounts at £3 and £4 per cent. for periods of from ten days to a fortnight. I cannot think that that statement applies to official liquidators under a compulsory winding-up. The rule of the court which governs their operations and conduct is very strict. They are required to pay all money which they receive into the Bank within seven days after receiving it; and to pass their accounts every fortnight. If they make any default in so doing, they are immediately required by the chief clerk to pass their accounts. The bar is aware, though I cannot be sure that the public is aware, that in cases of mere voluntary winding-up the Court has no such control. But in cases of voluntary winding-up under the supervision of the Court, the Court has a power of control; as it is possible to call upon the Court to exercise its supervision. Now the observation which I wish to make is this—that it is highly improper for any official liquidator to employ any money which he receives for any purposes of loan or profit. If any profit is made it will all belong to the person to whom the money belonged. But it is impossible that any loan or profit can be made without risk; and, considering the largeness of the sums which pass through the hands of liquidators, it is clear that if the persons to whom the money is lent should fail to repay it, the loss would fall with grievous severity both on creditors and contributories. I wish it to be known that it is a highly improper proceeding for any liquidator to lend any money in his hands, coming to him as liquidator in the course of a winding-up, for any period whatever. I also wish to impress on the minds of all persons interested in voluntary windings-up, the immense importance of requiring from liquidators sufficient security, and taking proper care to insist on his passing his accounts. When the voluntary winding-up is under the supervision of the Court, I would always require that the liquidator should give ample security if I could, but unfortunately the Court has no power to do so in such cases, unless the parties apply to it for the purpose. When I consider the large number of winding-up cases now pending before me, and when I see such statements as that to which I have referred, I am exceedingly apprehensive lest, through negligence or omission, some crash should occur. I have every reason to believe that the newspaper to which I have referred

is accurate in its statements; and I am, therefore, desirous of at once putting down a most improper practice.

(Before VICE-CHANCELLOR STUART.)

Nov. 15.—*Short v. Roberts.*—A novel point was raised in this case.

*Collins* had a motion that the cause be struck out of the paper for irregularity, under the order of the 6th October, 1866.

The 63rd section of the 15 & 16 Vict. c. 86, requires that such an order shall be made by the Lord Chancellor with the consent, &c., of the judges of the court, "or any three of them;" and accordingly

Mr. Archibald Smith raised a preliminary objection on the ground that the order was made by the Lord Chancellor with the advice and assistance of two judges only, and was consequently nugatory, because the Lord Chancellor had not complied with the requisitions of the Act.

His Honour said under the circumstances he could make no order. Mr. Collins had better mention the matter to the Lord Chancellor.

Nov. 16.—*Edmunds v. Brougham.*—This case came before his Honour Vice-Chancellor Stuart to-day, upon motion under the General Orders and Sir Hugh Cairns' Act for a special jury to try the issues. Although the papers are exceedingly voluminous, the question resolves itself into this—whether, upon Mr. Edmund's appointment, he agreed that he would pay out of his salary of £400 a-year, £300 a-year for the benefit of Mr. John Brougham, or to pay the debts of Mr. James Brougham, M.P.

His Honour decided that the application should be made at chambers, and reserved the question of costs.

*Malins, Q.C. (Higgins with him), for plaintiff.*

*Osborne, Q.C. (O'Morgan with him), for defendant.*

### MASTER OF THE ROLLS' CHAMBERS.

Nov. 12.—*Re The Birmingham Banking Co.*—A list of claims was brought in in the matter, and it was stated that the liquidators had between £400,000 and £500,000 in hand, out of which they had proposed to pay a dividend in December.

*Chilton & Co. for liquidators.*

*Re Barned's Banking Co.*—Summonses to vary the list of contributories stood over till the question of fraud, and whether, if fraud be proved, will avail contributories, is discussed. It was stated that a summons under the advice of counsel would be taken out for that purpose.

*J. Emmanuel for applicants.*

*Freshfield & Co. for liquidators.*

*Re the Dining Halls Co.*—A question of some importance arose in this case, namely, whether a creditor who had commenced an action before, and had continued it after a winding-up order, was entitled to costs subsequent to such order.

The Chief Clerk said he would let the parties know his decision in a few days.

*Mayhew for liquidator.*

*Re Freshfield Land and Brickmaking Co.*—Two petitions have been presented to wind up. It was now proposed to appoint a liquidator, because it was alleged the solicitor to the company was proceeding with actions to enforce calls, and thus unnecessarily creating expense. Mr. Geo. Scott, Mr. J. B. Smart, and Mr. Holyland were proposed, but ultimately the Chief Clerk appointed Mr. Scott official liquidator, subject to the production of formal evidence.

*Stuart & Massey for one petitioner.*

*Harcourt & Macarthur for another.*

*Snell for company.*

*Harrison & Co.; Field & Co.; Kent; Parke & Pollock, for other parties.*

Nov. 14.—*Re National Savings Bank Association (Limited).*—A meeting for adjudication upon claims was held to-day, but nothing definite was done. There are no less than 27,000 claimants, but up to the present time only 8,000 persons have sent in particulars of their claims. As all whose demands exceed £1 are entitled to interest, the rates of which differ, it was proved to the Chief Clerk that a considerable time must necessarily be occupied in making the requisite calculations. The room was crowded with claimants, who

expressed their views as to the proceedings of the directors in no measured terms.

After considerable discussion, the matter was adjourned.  
*Harrison & Lewis*, for liquidator.

#### COURT OF QUEEN'S BENCH.

Nov. 15.—*Ex parte Ellen Potts*.—Mr. Charles Russell applied on behalf of Miss Ellen Potts for a rule calling upon an attorney to show cause why he should not be attached for disobedience of judge's orders. The attorney had received a legacy of £50, which he had not paid over, there being a balance of £37 8s. 4d. due. The attorney was now in the Bankruptcy Court and this was the only way of getting the money.

Rule granted.

#### BUSINESS OF THE COURT.

The LORD CHIEF JUSTICE in the course of the day announced that the Court would hold a sitting on the 27th inst., on which day they would take the special paper. He regretted, he said, that he could not fix any other day after term for the purpose of a sitting in Banco; but the fact was that such were the demands upon the judges—what with the winter circuits and sittings in courts of error and other courts—that it was impossible to name another day for a sitting out of term.

#### ARCHES COURT.

(Before the Right Hon. Dr. LUSHINGTON, Dean of Arches.)

Nov. 12.—*Flamank v. The Rev. T. B. Simpson*.—This was a proceeding under the Church Discipline Act, the 3 & 4 Viet. c. 86, by Mr. Thomas Flamank, churchwarden of East Teignmouth, Devon, in the diocese of Exeter, against the Rev. Thomas Burne Simpson, the perpetual curate of the parish, for ritualistic practices, or for having, as Mr. Flamank alleged in his complaint to the Bishop of Exeter, broken the laws ecclesiastical, and assimilated the practices of his church to the ceremonies of the Church of Rome. The matter had been inquired into by a commission appointed by the Bishop, and had been sent to this court by letters of request from his Lordship. The cause now came before the Court on the admission of articles which were objected to on the part of the Rev. Mr. Simpson.

The *Queen's Advocate*, Dr. Deane, Q.C., and Mr. Hannen, appeared for the defendant; Mr. A. Stephens, Q.C., Dr. Swabey, and Mr. Droop, for the promoter, Mr. Flamank.

The *Queen's Advocate* objected to the jurisdiction of the Court to admit the articles, of which notice had been given. It was a proceeding under what was called the Clergy Discipline Act. Mr. Simpson was the incumbent of the perpetual curacy of East Teignmouth, and was cited to appear before the Lord Bishop of Exeter for certain offences against the laws ecclesiastical under a Commission granted in virtue of that Act. The commissioners sat *de facto*, and came to the conclusion that further proceedings should be taken against the defendant, and, therefore, his Lordship had sent letters of request to this Court, on which he had been cited to appear and answer the several charges made against him. On examining the proceedings there appeared to be a radical error, which, he apprehended, would vitiate the whole matter before the commissioners. It seemed the proper course to take the opinion of his Lordship on the question which he now wished to bring before the Court rather than answer the articles which had been exhibited against the defendant, because if the objections prevailed there would be an end to the case, and considerable expense would be spared. A notice had been given of the objection which he would proceed to mention.

Mr. Stephens remarked that he had received no notice of the objection. Until he came into court he was not aware of its character. He was, however, quite ready to answer the objection.

The *Queen's Advocate* said he had required notice to be given to his Lordship and to the other side. A letter had been written which he would read to the Court.

Mr. Stephens expressed his readiness to go on with the matter.

His LORDSHIP said he had a preliminary objection to make. Her Majesty's Advocate must satisfy his mind that he had jurisdiction to take cognisance of the objection about to be made. The Bath case decided when the jurisdiction of the Court commenced.

The *Queen's Advocate* would call the attention of the

Court, now that all objection to the final notice was got over, to the facts, and would show his Lordship that he could take notice of the objection he had to take to the whole proceeding, as being in effect a nullity. By the 20th and 23rd sections of the Church Discipline Act no suit could be instituted except for offences committed within two years. The jurisdiction of this Court was founded on that statute, and the Commission appointed by the bishop was created by the Act, and this Court only had jurisdiction by reason of the proceedings in what he might call the court below. If the Court below had no jurisdiction, as he would presently show it had not, on account of a radical error, then it followed that this Court had no jurisdiction, and that the proceedings must fall to the ground. His point was that the decree which the defendant was cited to answer was bad. The case came to his Lordship, as Dean of Arches, on letters of requests. His (the *Queen's Advocate*) objection was that, as the Act limited the time, the citation or decree did not specify that the offences alleged had been committed within two years, and therefore he submitted that the proceedings were vitiated by that most material omission.

The DEAN of ARCHES observed that the letters of requests mentioned that the offences were committed within two years.

The *Queen's Advocate* said that was just his complaint. The date was not in the decree; it was not in the proceedings before the Commissioners in which Mr. Simpson had been cited to appear, and he confidently submitted that because it appeared in the letters of request it would not cure the defect in the other proceedings on which the letters of requests had been founded. Not only was there no allegation that the offences had been committed within two years, but there was no date to either of them. He therefore had to ask his Lordship to hold that the omission was fatal, and to declare that he had no jurisdiction to act in the matter.

Dr. Deane and Mr. Hannen followed on the same side.

Mr. Stephens, Q.C., was heard on the part of the promoter of the suit, and, in answer, urged three points. If there had been any irregularity in not mentioning that the offences were committed within two years it had been waived by the subsequent proceedings by the defendant, for he had appeared and prayed articles. Besides, it was not necessary that there should be an averment in the original proceedings that the offences had occurred within two years, but in the articles it was necessary that the date should be specified.

Mr. Swabey and Mr. Droop followed on the same side.

The *Queen's Advocate* replied.—The point was of material consequence, and that in all other cases it had been declared that the offence occurred within the two years specified by the Act.

His LORDSHIP in deferring judgment, said that he would make but one observation, and that was on the Church Discipline Act. The framer or framers of that Act had not the advantage of knowing the ecclesiastical law, and his Lordship added, "the confusion introduced by it knows no limit."

### GENERAL CORRESPONDENCE.

#### LEGAL EDUCATION.

We have been requested to publish the following:—  
"Sir,—You have by your temperate but suggestive remarks on Mr. Coleridge's inaugural address done such good service to the cause of legal education that I am emboldened to point out some of the defects which have attracted my attention as an articulated clerk and the associate of articulated clerks. Fresh from school, the student is placed at a desk in a solicitor's office, his principal having previously covenanted to teach and himself promised to learn and serve as a dutiful clerk. But the indenture being duly executed, the latter commences a series of attempts—so often successful—which are extended over the whole range of his pupillage, to evade his duty; and the former never even makes an attempt to perform his part of the contract. Should the clerk, however, have fallen into the hands of an exacting man, a slight variety presents itself. The clerk is employed upon the merest mechanical work, which any man of education can do as a matter of course without entering an office at all, in order to save the expense of a

salaried clerk. In this case the solicitor, no doubt, quieta his conscience with the reflection that the clerk is too inexperienced to undertake any other description of work, but does not ask himself through whose fault this incapacity exists. But the £300 was paid in order that he might be prepared for his future career, and not merely to perform the work of an animated machine. The establishment of a law university would undoubtedly remedy this defect, but those who could effect this change are unfortunately too interested in upholding existing anomalies to move in the matter, while most articulated clerks who wish to succeed to an old established business without much trouble are equally apathetic. Such an important change could only succeed by the pressure and with the consent of those without our profession. It is worthy of note that direct education in a collegiate establishment would not be more expensive than the indirect education of an attorney's office; for £300 is a fair average of the premium paid by articulated clerks or by others in their behalf, and £300 would, if laid out in ordinary scholastic education, represent at least five years' tuition in the upper classes of any of our best schools. With the expense of board and lodging at such schools we have nothing to do, because the cost of board and lodging for articulated clerks is a separate expense, wholly independent of the indenture as between solicitor and clerk. At a school the pupil receives daily, and for several hours in the day, the uninterrupted attention of, and instruction from, masters specially qualified by previous training for their position. That instruction is so regulated and so imparted as that it may convey the greatest benefit to the pupil without the slightest regard being had to any possible advantage accruing to the master. But when the same sum of £300 is spent as a premium for articles of clerkship, the solicitor, not a whit more qualified than men generally are for imparting instruction—a process requiring in my opinion very special training—not only covenants to teach and instruct, or cause to be taught and instructed, his articulated clerk in the profession of an attorney-at-law and solicitor in chancery, and pays so little attention to his covenant as to convey the impression that the whole indenture is a farce, but forgets, or appears to forget, that the object of the law in providing the present system of legal education was that the clerk should employ the five years solely and exclusively in such occupations as should fit him for his future position as a solicitor. "I am, &c.,

"WYNNE E. BAXTER,  
"Hon. Sec. of the Articled Clerks' Society."

Sir,—Would you kindly inform me through the medium of your Journal, whether, and where I can obtain the examination papers of the preliminary examination held last month. By so doing you would greatly oblige

W. G. STEPHENSON.

#### CHARITABLE TRUSTS.

Sir,—In answer to A. B.:

1. A gift to a charitable corporation is at once impressed with a trust for the purposes of such corporation. The support of a grammar-school being within the Charitable Trusts Act, 43 Eliz. c. 4, no enrolment is necessary. The grantor may take advantage of a want of enrolment. The trustees in the question would hold as trustees for the grantor, as the want of enrolment of the conveyance to the school avoided the deed. In *Attorney-General v. Ward*, 6 Hare, 477, held, that the Court will make a decree for the appointment of new trustees of lands for a charitable use, although the deed originally declaring the use be not enrolled under the Mortmain Act, if the trustees in whom the legal estate is vested admit the trust, and do not object that the deed is void under the statute, but submit to act under the direction of the Court.

2. In *Murray v. Lord Elbank*, 1 Eq. L. C. 393, Lord Eldon said, "The husband, where he can, is entitled to lay hold of the wife's property, and this Court will not interfere. Previously to a bill a trustee who has the wife's property, real or personal, may pay the rents and profits, and may hand over the personal estate to the husband." Lord Alvanley, in *Macaulay v. Philips*, 4 Ves. 15, has laid down that, after a bill filed, the trustee cannot exercise his discretion upon that; that the bill makes the Court a trustee, and takes away his right of dealing with the property as he had it previously." This view of the rule is now settled by the case of *De la Garde v. Lempriere*, 6 Beav. 347. E. T.

#### CATTLE PLAGUE RATE.

Sir,—A. is the lessee of a dwelling-house and shop for a term of years. In the lease is a covenant on the part of the lessee to pay "the land-tax, sewer-rate or tax, and all other taxes, charges, rates, duties and impositions whatsoever, Parliamentary, parochial, or otherwise, which shall be taxed, rated, assessed, or imposed upon the said demised premises or the landlord or tenant in respect thereof, except property tax." Is the lessee entitled to deduct from his rent one-half of the cattle plague rate under 29 & 30 Vict. c. 2, s. 18?

A SOLICITOR.

#### CONVEYANCING.

Sir,—Will you oblige me with answers to the following queries:—

1. If a testator bequeath a leasehold estate, held for ninety-nine years, to A. and the heirs of his body, what estate and interest does A. take?

2. A married woman has vested in her an estate for her life, remainder to her husband for life, remainder to herself in fee. The husband and wife assign the whole of their interests to a purchaser for valuable consideration. What does such purchaser take? ALPHA.

#### AUXILIARY EQUIT.

Sir,—Allow me to refer "Alpha" and "X. Y. Z." to the Common Law Procedure Act, 1854, s. 87, for a remedy on a lost bill of exchange. A. B. C.

#### SEPARATE USE.

Sir,—A French lady, being possessed of landed estate in France, over which by the law of France and by donation from her parents she had full power of sale and disposition by will, married an English gentleman. 1. Would such estate and interest in England, according to the English law, be considered as separate estate of the wife and liable to charges which the wife may create thereon? 2. And is it necessary to create separate estate that the property should be vested in trustees. L. D.

[1. Depends on circumstances not stated in the letter.  
2. No.—Ed. S. J.]

#### RIGHT OF DISTRESS.

Sir,—Perhaps some of your readers will give me their opinions on the following question:—

A. and B. were owners of land in moieties as tenants in common; the whole of the land was let to C. B. disposes of his moiety to D., E., and F. in certain proportions, but no partition is made, and D., E., and F. hold with A. as tenants in common. C.'s rent being in arrear, D., E., and F. enter a joint distress for the rent due to them. Was such distress illegal? A tenant in common can, of course, only distrain for the proportion of rent due to him, but in this case D., E., & F. contend that, as C. had no notice of the proportions of rent to which they were each entitled, they stood in the place of B., and if they had any right to distrain at all it could only be such a right as B. himself possessed. W.

#### MICHAELMAS EXAMINATION OF STUDENTS OF THE INNS OF COURT.

Sir,—Will you allow me, through the medium of your valuable Journal, to bring to the knowledge of the Council of Legal Education of the Inns of Court the dissatisfaction that is felt by the bar students with a matter connected with the recent examination.

The list of students who have successfully passed the examination has just appeared; but, contrary to former practice, the names of those gentlemen who have merely obtained pass certificates appear in alphabetical order, and not as they have always done from the commencement of the examinations up to this term, in the order of merit.

It is, I feel sure, the wish of the Council of Legal Education that the number of competitors at the examinations should go on increasing; but there is no doubt, if the council continues to place the pass-students alphabetically, that the number who will qualify for a call to the bar by passing the general examination, will from year to year perceptibly decrease, and the council will find that many students of moderate legal attainments, who, not feeling themselves competent to compete for honours, have hitherto gone in for the general examination, with a view of striving for a high place on the pass-list, will, now that the



cause of their emulation is taken away, qualify for the call to the bar merely by attending lectures—a way requiring no study or exertion on the part of the student, and not affording the slightest criterion of his fitness to undertake the onerous duties of the profession.

Why should student Y., who has been preparing, by three years' steady reading, for the examination, and who, although unsuccessful in obtaining honours, was next in order of merit to the last honour-man on the list, be placed at the bottom of the pass-students, while student A., who has only just scrambled through at the examination, because his name happens to begin with the first letter of the alphabet, is placed at the top of the list? As it is not allowed for all to obtain places of honour, surely the industrious student should at least be stimulated during his lengthened hours of study with the knowledge of the fact that if unsuccessful in his endeavours to obtain honours, his exertions will, nevertheless, be rewarded according to their merits by his position on the list.

The practice, as just altered by the Council of Legal Education, may not be unimportant as affecting precedence at the bar. Suppose two students enter, either of the Inns of Court, on the same day, each obtains a pass-certificate at the same examination, and both are called in the same term, how is their order of precedence to be arrived at? Is the arbitrary rule of letters to be observed where the order of merit at the examination might formerly have been taken as a criterion?

Surely there ought to be strong and cogent reasons to induce lawyers, above all others, to depart from well-established and salutary precedent.

BAR-STUDENT.

## APPOINTMENTS.

### NEW MAYORS.

Chichester—Mr. R. S. ROPER, Solicitor.  
 Chippenham—Mr. T. A. FELLOWS, Solicitor.  
 Exeter—Mr. R. T. HEAD, Solicitor (re-elected).  
 Honiton—Mr. E. STAMP, Solicitor.  
 Helston—Mr. T. H. EDWARDS, Conveyancer.  
 Wilton—Mr. W. H. MAYO, Solicitor.  
 Wigan—Mr. T. HEALD, Solicitor.  
 Weymouth—Mr. J. TIZARD, Solicitor.

At Windsor, November 10, Sir FITZROY KELLY, Sir HUGH M'CALMONT CAIRNS, Sir RICHARD TORIN KINDERSLEY, and Major-General Sir HENRY KNIGHT STOKES, G.C.B., were, by her Majesty's command, sworn of her Majesty's most honourable Privy Council.

CHRISTOPHER WILLIAM CATTELL, of No. 40, Bedford-row, in the County of Middlesex, Gentleman, to be a London Commissioner for administering oaths in all superior courts of Common Law.

MR. WILLIAM FLUX (Flux & Argles), to be a London commissioner for administering oaths in her Majesty's Court of Exchequer.

## PROVINCES.

### PRESTON.

#### ROBBERIES IN SOLICITORS' OFFICES.

On Monday last a series of robberies was reported here. The office of the Town Clerk (Mr. Ascroft), situate in Cannon-street, has been broken into, and £62 5s. 11d. in cash, together with £2,245 worth of promissory notes, stolen from a safe therein. The thieves also tore up a ledger, and did other damage. The office had evidently been broken into by some one well acquainted with the premises, for certain keys had been obtained and made use of, and other things had been got at in the office which could only have been found by parties having a good knowledge of the place. Nothing has been found out as to the way in which the office was either entered or left, all the doors and windows being as secure after the robbery as they were when closed prior to it by the clerks. Another office, belonging to Mr. Ambler, solicitor, adjoining Mr. Ascroft's, has likewise been broken into. The miscreants opened a safe and some drawers, but, on finding no money, they appear to have directed their attention to a cash-book and some indentures, which they tore to pieces. After the burglary the doors, &c., were found just as secure as when Mr. Ambler closed them. One

of the squares of glass in a back window had been broken, but it had been smashed from the inside, and had evidently only been done as a "blind." One or two other offices in the town have also been broken into, but nothing of any particular value has been taken from them. Yesterday two persons—a man named Edward Caton and his wife—were apprehended by detectives Swift and Dixon on the charge of breaking into the offices; certain circumstances seem to cast suspicion upon these people, but nothing definite seems to be yet known on the subject.

## SCOTLAND.

### SCOTS LAW SOCIETY.

Mr. George Cotton, S.S.C., delivered the inaugural address of this society for the session 1866-67 on the 5th inst. There was a numerous attendance of the members of the society and other gentlemen, including Messrs. M'Ewan and M'Kie, advocates; Messrs. Mill, Beveridge, Smart, Alexander Thomson, Bruce, and Denholm, S.S.C.; Mr. Balfour, C.A., &c. Mr. Cotton chose for his subject "The course and tendencies of the law of Scotland." He dwelt in the outset upon the connection of the Scotch with the Roman and the Canon laws. After the Reformation the latter passed away from Scotland as much as if it had never existed; and he maintained that the Scotch law subsequently attained such a position for soundness that if it had not been subjected to foreign influences, it might ere this have reached the acme of perfection. They had passed from the spirit of the Roman to that of English law; and one cause more than another to which the law of Scotland owed its English tendencies was the union with England, and the opportunity afforded of appealing the decisions of our Scotch law courts to the House of Lords. From the time that appeals to the House of Lords had been introduced the law of Scotland had been gradually getting into obscurity, and that on account of judicial acts more than legislative measures. Mr. Cotton proceeded at considerable length to refer to the difficulties arising in cases of appeal owing to the distinctions between English and Scotch law, and he pointed out the advantages that would accrue from the practice of promoting one of the Scotch Judges to the House of Lords, who would sit in cases which came from the northern portion of the kingdom. Mr. Cotton concluded a very interesting lecture, which was listened to with attention, by urging on students to study the English and cognate laws along with the Scotch.

On the motion of Mr. Mill, seconded by Mr. Beveridge, a hearty vote of thanks was awarded to Mr. Cotton for his address.

## IRELAND.

### THE LANDED ESTATES COURT AND RECORD OF TITLE.

It may be of interest to our readers to be reminded that the Landed Estates Court Act, which received the Royal assent on the 10th of August, reduces the number of judges to two, and makes some other changes, of which the lowering of the duty payable in respect of large estates passing through the court is the most important. The duty remains as it was as regards estates not exceeding in value £10,000, but decreases in ratio over that sum, so that the owner of an estate worth £50,000, for example, can now sell it, or obtain a declaration of title, on payment of £118 10s., or less than one-half the duty payable under the former Act of Parliament. The Record of Title Office, lately established as a department of the Court for the purpose of preserving the indefeasible character of the title conferred by conveyances or declaration of title, is now in full operation. In this new office every act must be registered in order to affect the title of a "recorded estate," and it is now unnecessary, on selling or mortgaging, to furnish any abstract or make any searches in any other office. Under the 51st section of the Act, some persons who in former years obtained conveyances from the court, have, on summary application, brought their titles upon the new record, and other applications, with a similar object, are pending. The fee payable for this is at present of almost nominal amount, but after a short interval the usual duty will be payable on such applications. This ought to be more widely made known to the numerous purchasers under the Incumbered Landed Estates Courts, who are now enabled to regain, at a

small expense, all the advantages of the Parliamentary title as fully as if new conveyances or declarations as of the present date were obtained by them. The number of separate properties now actually on the "Record of Title" is ninety-four, and the value of these properties (taken from the purchase-money mentioned in the deeds) exceeds a quarter of a million sterling.—*Daily Express*.

#### COURT OF EXCHEQUER.

Nov. 8.—*London and Western Bank v. The Newry and Armagh Railway Company*.—This was an action instituted by the plaintiffs, as holders of certain bills of exchange of a considerable amount accepted by the company under the common seal. The defence was a traverse of the acceptance, and the important questions raised in the case were—Whether it was competent for a joint-stock company, constituted under the Joint-stock Companies Act, to accept bills of exchange, it being admitted that such transactions were not necessary for the purposes which the company was constituted, and also whether the defence was rightly pleaded a denial of the acceptance. The case, which had been argued on a former day, stood over for judgment until the decision of the Court of Common Pleas in England had been pronounced in the case of *Bateman v. The Mid-Wales Railway Company*, 14 W. R. 672, in which similar questions were raised. That Court having decided that the acceptance of bills was not within the scope of their constitution, their lordships now pronounced judgment in accordance with the ruling alluded to, and decided that the railway company had no power to accept bills, and that the form of pleading was correct.

Counsel for the plaintiff, Messrs. Heron, Q.C., and Piers J. White; for the defendant, Mr. Purcell, Q.C.

#### COURT OF COMMON PLEAS.

Nov. 9.—*In re Harrison, an Attorney*.—Mr. Robinson, Q.C., with whom was Mr. Buchanan, appeared to show cause against the conditional order obtained last Term by the Incorporated Society of Solicitors and Attorneys, to expunge the name of Christopher Southey Harrison from the roll of attorneys, he having been convicted of a felony on the 28th December last, and sentenced to six months' imprisonment by Mr. F. W. Brady, Q.C., the Assistant Barrister of the county Roscommon. The felony was of a knife, and Mr. Harrison, in his affidavit in support of the present application, swore positively that he was not guilty of the crime for which he was convicted, and he relied on a certificate given by several respectable persons, including some of the jurors by whom he had been found guilty, to the effect that they believed he was convicted owing to a conspiracy got up to injure him, and that they did not believe him capable of committing such a felony.

Mr. Wm. Barlow, on behalf of the Law Society, appeared in support of the conditional order, and urged that Mr. Harrison's name should be struck off the roll.

The COURT made absolute the conditional order, and struck Mr. Harrison's name off the roll of attorneys.

#### LANDED ESTATES COURT.

It is stated that Judge Lynch will be appointed the new judge of this court, notwithstanding the supposed legal difficulty of appointing any one to the office who is not at the time a practising barrister.

### SOCIETIES AND INSTITUTIONS.

#### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution on Tuesday last, the following question was discussed:—"May the results of the recent war on the continent be considered beneficial," which was opened by Mr. Green in the affirmative and ultimately decided in the negative by a narrow majority.

#### LAW AMENDMENT SOCIETY.

##### CODIFICATION OF THE LAW.

The first sessional meeting of this society was held on Monday in the hall of the Society of Arts, Adelphi. In the absence of Lord Brougham, the chair was taken by the Hon. G. Denman.

The CHAIRMAN called upon Mr. David Dudley Field, one of the commissioners for the codification of the laws of the

State of New York, to read an address describing the method in which that codification had been carried out.

Mr. FIELD, who was warmly received, read an able and interesting paper, from which we take the following extracts:—The law of New York is, in substance, the law of England, with such modifications as custom or statute may have introduced. The substratum is your common law. We had also, previous to the last revision of the constitution, a judicial system fashioned upon the model of yours, with a chancellor, vice-chancellors, and common law judges, and a final appeal to the upper House of the Legislature, the Senate; the chancellor sitting with the Senate to review the judgments of the common law courts, and the judges in their turn sitting in like manner to review the decrees of the chancellor. At the time of the last revision, which was in 1846, public opinion had been so developed by previous discussions respecting the defects of our legal system, that the Court of Chancery was abolished, a supreme court was established, having general jurisdiction in law and equity, and two provisions of this character were made: the first, that the Legislature should appoint three commissioners "to reduce into a written and systematic code the whole body of the law of this State, or so much and such parts thereof as to the said commissioners shall seem practicable and expedient," specifying "such alterations and amendments therein as they shall deem proper;" and the second, that a like number of commissioners should be appointed to revise the practice of the courts of record, and "report thereon to the Legislature, subject to their adoption and modification from time to time." Under these provisions two commissions were constituted, which may be distinguished as the practice commission and the code commission, by which five codes have been prepared, intended to embrace the whole law of the State, common as well as statute, and styled respectively the Political Code, the Civil Code, the Penal Code, the Code of Civil Procedure, and the Code of Criminal Procedure. Each of these forms a separate volume, and together with a sixth, the Book of Forms, profess to exhibit in one body our whole system of general laws. The portion of the law first taken hold of was the civil practice. A very important question then presented itself to the commissioners, which was this:—"Shall the various provisions which this fundamental change requires be enacted by themselves, as in an ordinary statute, or shall a code be prepared containing all the law on the subject of judicial remedies in civil cases, both that which is to be newly made, and that which is to be left as of old?" It will be remembered that the constitution had not imposed on the Practice Commissioners the duty of preparing a code; they were to revise the practice; the task of codification was laid upon the Code Commission. It appeared, however, to the Practice Commissioners most expedient, while they were making the changes, to present them in the form of a code, because by bringing the whole of the law on the subject under the eye at once the effect of the changes upon other parts would be best perceived by themselves, and best understood by others. It was therefore decided that a code should be prepared containing the whole law of procedure. The same commissioners proceeded then to prepare a code of criminal procedure, and with these two works their labours terminated. The code of civil procedure, or the substantial part of it, was immediately enacted by the Legislature. It went into effect on the 4th of July, 1848, and has ever since remained the law of the State. Though the opposition to it was great at first, and the treatment it received from the judges and lawyers such as I do not care to describe, it had nevertheless some friends on the bench and at the bar, and has now so firmly established itself that I do not believe there is a man in the State who would return to the old system. The code of criminal procedure has not yet been acted upon by the Legislature of New York. But in the meantime it has been adopted by ten of the States and territories of the Union, while the code of civil procedure is now the law of sixteen of them. The Code Commission first organised by the Legislature broke down, and became extinct in 1852. I drew a bill for its resuscitation, which, after much opposition, was enacted by the Legislature. By the first section of this Act three new commissioners were named, whose duty it was made to reduce into a code all the law of the State not already codified by the Practice Commission; by the second section the commissioners were

directed to divide their work into three portions; one, the political code, to embrace the laws respecting the government of the State, its civil polity, the functions of its public officers, and the political rights and duties of its citizens; another, the civil code, to embrace the laws of personal rights and relations, of property and of obligations; and the third, the penal code, to define all the crimes for which persons might be punished, and the punishment for the same; by the third section the tenure of office of the commissions was fixed, and it was declared that they should receive no compensation whatever; by the fourth section they were directed to report to the next session of the Legislature a general analysis of the codes projected by them, and at each succeeding session the progress made to that time; and by the fifth and last section they were directed to distribute the codes as fast as prepared among the judges and other competent persons for examination, after which they were to re-examine their work and consider the suggestions made to them, then reprint the whole and send it to all the judges and to certain other officers six months before presenting it to the Legislature. The mode of proceeding was this: A careful analysis was, in the beginning, made and published. The political code was first taken up, then the penal code, and lastly the civil code. In their preparation the plan was first to collect all the existing laws on the different subjects, then to reconcile what was contradictory, strike out what was superfluous, obsolete, or mischievous, add where there appeared to be deficiencies, arrange the whole in scientific order, and express each section in as concise and exact language as possible.

The civil code consists of 2,034 sections, each section being intended to give by itself a distinct rule of law, and corresponding generally to the article in the continental codes. It has four general divisions—the first relating to persons; the second to property; the third to obligations; and the fourth containing general provisions applicable to the other three. The first division, after an explanation of the civil condition of the different persons in the state—minors, adults, persons of unsound mind, and Indians—sets forth their personal rights, and declares their personal relations, under the heads of marriage, divorce, husband, wife, parent, child, guardian, ward, master, and parent. In the second division are the laws respecting property, moveable or immovable, the various interests therein, its acquisition by occupancy, accession, transfer, will, or succession; the restrictions on accumulation and alienation; the conditions and qualifications of ownership, uses, and powers; the making, interpretation and execution of testaments; and special provisions respecting corporations, copyright, shipping, and navigation. The third division deals with obligations in all their extent and variety, whether springing from contract or from operation of law; the definition, interpretation, transfer, and extinction by performance, offer of performance, prevention of performance, or other means; the object and consideration of contracts, the parties thereto, and the consent given by them, whether free or obtained by duress, menace, fraud, undue influence, or mistake; and after these general subjects, the particular subjects are treated of sale, exchange, deposit, loans, hiring, service, carriage, trust, agency, partnership, insurance, indemnity, guaranty, lien, and negotiable instruments. In the fourth division the different kinds of relief are specified, which the law gives for the violation of private rights, and the means of enforcing their observance, whether compensatory, specific, or preventive, and the measure of damages where compensation is given. There are here also provisions respecting the special relations of debtor and creditor, and certain maxims of jurisprudence. Do not suppose it to have been pretended or imagined that every case which can arise has been foreseen or provided for. The language of the civil code is very explicit on this point. Thus—“Sec. 6. In this case there is no common law in any case where the law is declared by the five codes.—Sec. 2034. The rule that statutes in derogation of the common law are to be strictly construed, has no application to this code.—Sec. 2,033. All statutes, laws, and rules heretofore in force in this state, inconsistent with the provisions of this code, are hereby repealed or abrogated.” Therefore, if there be any rule of the common law, not mentioned in the code, it will continue to exist as it was before; while, if a new case arises not

foreseen, and therefore not provided for, it will be decided as it would now be decided, by analogy to a rule expressed in the code, or to a rule omitted, and therefore still existing outside of the code, or by the dictates of natural justice.

At the conclusion of the paper, which was frequently applauded.

Sir E. WILMOT proposed, and Mr. C. CLARKE seconded, a cordial vote of thanks to the lecturer, bearing hearty testimony to the importance of the work which had been performed by Mr. Field and his colleagues, and to the clearness and modesty with which that gentleman had narrated the progress and described the result of their labours.

A somewhat prolonged discussion then took place upon the subject of the paper, in which several learned gentlemen took part.

The vote of thanks to Mr. Field was carried by acclamation, and suitably acknowledged by that gentleman, and the proceedings terminated with a similar compliment to the council of the Society of Arts for allowing the use of the hall.

## OBITUARY.

SIR JAMES LEWIS KNIGHT BRUCE, D.C.L., F.R.S., F.S.A.

The Right Hon. Sir James L. Knight Bruce, whose death is announced in another column, was the youngest son of Mr. John Knight, a gentleman of property in Devonshire, by Margaret, only daughter and heiress of William Bruce, of Kennet, Glamorganshire, Esq. James Lewis Knight was born in 1791, and was originally intended for a solicitor, and accordingly was articled to the then well-known firm of Knight & Co., whose senior partner was a near relative of his own. Circumstances, however, rendered it advisable that he should select the other branch of the profession, and accordingly, in 1812, he was admitted a student of the Honourable Society of Lincoln's-inn, by which he was in 1817 called to the bar. He at first joined the South Wales circuit, but very soon devoted himself exclusively to practice in Equity, where his great talents and industry soon secured a large practice. In 1829 he was appointed King's Counsel, and in 1831 was returned to Parliament for Bishop's Castle—a borough which, in the next year, found its way into the celebrated “Schedule A.” In 1834 he received the degree of D.C.L., “*honoris causa*,” from the University of Oxford.

In 1837 he assumed the additional surname of Bruce by Royal license, out of compliment to the family of his mother, whose name, indeed, seems to have been a favourite amongst her family generally. The Lord Justice's eldest brother is John Bruce Pryce, Esq., of Duffryn, Glamorganshire (whose second son again is well known as the Right Hon. Henry Austin Bruce, *unquile* Vice-President of the Education Board), and his second brother, the only member of the family who adhered to his patronymic, was the late Dean of Llandaff, Dr. William Bruce Knight.

When the memorable contest concerning the Municipal Corporations Reform Bill was in progress in 1835 Mr. Knight was selected as their counsel, along with Sir Charles Wetherell, by the opponents of that measure, and was heard at the bar of the House of Lords in opposition to it. He was afterwards one of the leading counsel in the celebrated case of *Small v. Atwood*, the late Lord Truro (then Mr. Serjeant Wilde) being his opponent; this was the last case of any importance in which he appeared as counsel, for the Act (5 Vict. c. 5) for abolishing the Equity Jurisdiction of the Court of Exchequer, which was even then in its progress through Parliament, authorised the appointment of two new Vice-Chancellors, and Mr. Knight Bruce and Mr. (late Sir James) Wigram were accordingly selected for the office. Appointed to this post at the age of fifty, he has for a period of a quarter of a century continued with “discrimination, ability, and good temper,” to discharge the onerous duties of an equity judge. When, in 1851, the Act (14 & 15 Vict. c. 83) constituting the Court of Appeal in Chancery was passed, Sir James L. Knight Bruce and Lord Cranworth, then the two senior Vice-Chancellors, were promoted to be Lords Justices of that court, the vacant Vice-Chancellorships being filled by Vice-Chancellor Kindersley and the late Sir James Parker. From that time until his retirement in the course of last vacation Lord Justice Knight



Bruce acted as senior judge of the Court of Appeal, at first along with Lord Cranworth, and, after his appointment to the woolsack in December, 1852, along with Lord Justice Turner, who now succeeds him as senior judge of the Court, and he also, during the same period, rendered inestimable service as one of the members of the Judicial Committee of the Privy Council. Although it is true that for the last year or two it has been painfully apparent that his Lordship's energies were rapidly failing, so much so that for nearly a twelvemonth he had not, we believe, delivered a single judgment at length, simply contenting himself with an expression of concurrence in, or dissent from, the judgment pronounced by Lord Justice Turner, yet even when he seemed to be feeblest, and when to a casual observer he appeared practically unconscious of all that was passing, he would suddenly bring out one of his characteristic terse humorous sayings which would prove to the attentive observer that he had not really lost a single word.

The following extract from an article in the *Guardian* is attributed to a great dignitary at the bar, than whom no one is better entitled to pronounce an opinion:—

"But though his great penetration and quickness, and his wonderful aptitude and talent for business, made him, in his best days, an admirable judge, so far as concerned the interests of the suitors, yet his habit, which very much increased on him of late years, of deciding the case on hand with a few short words, without examining and stating at length the reasons for his judgment and the law which bore on it, have prevented him, perhaps, from taking that great and distinguished position as judge of which he was so eminently capable. Of the numerous judgments delivered by him, those which will hereafter be referred to as settling or elucidating the law are few and far between; and their number is by no means such as we should have anticipated from his great general reputation and undoubted learning and capacity. Yet there are some few judgments of his which will be remembered, not only for their sparkling cleverness and power, but as examples of legal reasoning, and as settlements of vexed and intricate legal questions. Sometimes, too, there was a certain irrepressible humour about even his gravest judgments, which was eminently characteristic of his general mode of getting through the otherwise dull and prosaic transactions of the court in which he sat. Thus, in the 'Burgess's anchovy case,' in which two brothers Burgess, sons of the original inventor of the sauce, were the litigants, and in which the brother who succeeded to the business and 'the Sauce,' complained that the brother who had not inherited it was nevertheless vending 'Burgess's' sauce, the Lord Justice, deciding against the complainant, commenced as follows:—'All the Queen's subjects are entitled to manufacture pickles and sauces, and not the less so that their fathers have done it before them. All the Queen's subjects are entitled to use their own names, and not the less so that their fathers have done it before them.' The conclusion followed of course."

The following is an extract from the opening of his judgment in *Barrow v. Barrow*,—a good specimen of his wit, humour, and felicity of expression:—

"These and two other suits are the fruits of an alliance between a solicitor and a widow who, for the first sixty days of their married life—namely, from the 30th of July to the 23th of September, 1850, lived, as well as quarrelled, together, but at the end of that period parted, exchanging a state of conflict which, though continual, was merely domestic, for the more conspicuous, more disciplined, and more effectual warfare of Lincoln's-inn and Doctors'-commons."

It is needless to multiply instances. If any of our readers wish to see how a vein of concentrated humour which would have done honour to Hook, expressed in the tersest and most epigrammatical language, can be sustained throughout the whole of a lengthened discourse, without detracting for a moment from the clear logical accuracy and "consequence" of the reasoning, that reasoning being in itself a perfect example of judicial logic, let him read the judgment of the Lord Justice in *Thomas v. Roberts* (the *Agapemone* case), 3 De G. & Sm. 753.

Sir J. L. Knight Bruce married in 1812 (at the early age of twenty-one), the daughter of Thomas Newton, Esq., by whom he leaves surviving one son, Lewis Bruce, who acted as his private secretary, and two daughters, Eliza, the wife of F. S. D. Tysen, Esq., and Caroline, widow of the

late John George Phillimore, Esq., Q.C., a bencher of Lincoln's-inn, and reader in constitutional law and legal history to the Inns of Court. His eldest son, Horace Lewis, died in 1848, leaving issue. Sir James died at Roehampton Priory, Surrey, on Wednesday, November 7, at about four o'clock p.m. Although his death cannot be called "sudden," as his health had been obviously failing for so many months, and he had been besides peculiarly unwell during the last fortnight, yet it was, we believe, "unexpected," that is, it was not anticipated that this particular attack would terminate as it has done, though but slight, if any, hopes were entertained of his ultimate recovery from the disease.

The remains of the late Lord Justice were privately interred in Cheriton churchyard, near Folkestone, on Wednesday. The funeral procession left the Priory, Roehampton, about seven o'clock, reaching Charing-cross at nine o'clock, and Shorncliffe Station at 12-36 p.m. It was there formed and proceeded to the graveyard, where it was received by the Rev. B. Vernon, curate of Cheriton.

## LAW STUDENTS' JOURNAL.

### LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. A. BAILEY, on Real Property, Monday, Nov. 19, class A, elementary and advanced. Thursday, Nov. 22, class B, elementary and advanced.

Mr. E. A. C. SCHALCH, on Common Law, Wednesday, Nov. 21, class A, elementary and advanced. Friday, Nov. 23, class B, elementary and advanced.

Mr. D. STURGES, on Equity, Tuesday, Nov. 20, class A, elementary and advanced.

### LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. LORD, on Common Law, and Mercantile Law, Monday, Nov. 19.

Mr. R. HORTON SMITH, on Conveyancing, Friday, Nov. 23.

## MICHAELMAS TERM, 1866.

### GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT.

The Council of Legal Education have awarded to

Edward Ford, Esq., L. I., Studentship.

Charles Henry Anderson, Esq., I. T., Exhibition.

Thomas de Courcy Atkins, Esq., M. T., and John Shortt, Esq., M. T., Certificates of Honour.

Wilfred Kendall Clementson, and John Bradley Dyne, Esqs., students of Lincoln's-inn; Arthur John Williams and Richard Buxton Bolton, Esqs., students of the Inner Temple; and William Stewart Byrth, John Victor Douglas de Wet, Alfred Allan Douglas, Francis Fleming, William Haughton, Charles John O'Malley, Charles William Rocher, and William Anthony Musgrave Sheriff, Esqs., students of the Middle Temple, Pass Certificates.

### QUESTIONS AT THE MICHAELMAS TERM FINAL EXAMINATION.

#### I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. What is the proper mode of disposing of an action involving mere matters of account?

2. What are writs of *fi. fa.* and *ca. sa.* respectively, and in what cases, as regards the amount of the debt, may the latter be issued?

3. What is a *capias* to hold to bail, and how, and in what cases can it be obtained?

4. In what cases can a plaintiff recover his costs in an action on contract, brought in the Superior Court, for a sum not exceeding £20.

5. Describe the usual proceedings in an action of ejectment.

6. What is an interpleader, and how may it be summarily disposed of when involving a very small amount?

7. What is the effect, as regards the recovery of costs as against the client, and as against an adverse party respectively, of an attorney omitting to take out his certificate?

8. In what periods are specialty and simple contract debts respectively barred by the Statute of Limitations; and how can the operation of the statute be prevented, if the debtor cannot be found when the time is about to expire?

9. What is the law with regard to calling the attesting witness to prove the execution of a written instrument having such a witness?

10. By, and against whom, should actions be brought to recover debts due to or from a married woman before her coverture?

11. In what extent, and in what cases, is a husband liable for debts contracted by the wife after the coverture?

12. In what cases is an agent liable on contracts entered into for a principal; and what is the meaning of a *del credere* agent?

13. What is the usual remedy for recovering rent reserved on a lease, and how is it enforced?

14. What is the right of a landlord to whom rent is due, if goods of the tenant on the demised premises are taken in execution by the sheriff?

15. If I give a verbal order for goods to the amount of £100 without receiving any part of them, or paying any part of the price, and afterwards refuse to receive them, do I incur any liability? Give the reason for your answer.

## II.—CONVEYANCING.

1. (1) A. lets premises to B., reserving a compensation not referable to a year or the aliquot part of a year.

(2) A. lets premises to B. at so much a-year, payable quarterly. Nothing is said in either case as to terms. What tenancies are respectively created?

2. (1) Tenant in fee leases, and dies.

(2) Tenant for life leases under a power, and dies. What, if any apportionment is to be made between the heir or devisee and the executors in the first case, and between the remainderman or reversioner and executors in the second case, of the rent next becoming due after the decease?

3. On an intended marriage it is agreed that the husband shall settle £5,000 cash, and the wife, a minor, a like sum, payable on the decease of the survivor of her parents under their settlement. State the deeds necessary before and after the marriage to carry the settlement into effect, and what should be the principal clauses in each deed?

4. Is a limitation by way of executory devise valid which is to take effect after the determination of lives in being, a term of twenty-one years, and the period of gestation?

5. For what periods may accumulations of income be directed under *Thellusson's Act* (39 & 40 Geo. 3, c. 93)?

6. In the case of a will coming within the operation of the new Wills Act (1 Vict. c. 26) and containing a residuary devise, how will void accumulations directed to be made out of real estate pass?

7. Devise to B. after the death of A. Does A. take any, and what, estate?

8. Portion given to arise out of lands to be paid at twenty-one or marriage. The object dies under twenty-one without having been married. What becomes of the portion? The same question as to a legacy of personality.

9. When will trust estates pass under a general devise of all estates?

10. To what extent may tenant in tail after possibility of issue extinct commit waste?

11. A gives land for building thereon the church of a new parish, to be constituted under the Church Building Acts. To whom is the site to be conveyed? State concisely the proceedings relating to the conveyance.

12. A. gives land for building thereon a school, to be in union with the National Society for Promoting the Education of the Poor according to the Principles of the Church of England, who promise a grant towards the building. To whom is the conveyance to be made? and state generally its form and the mode of proceeding.

13. A. purchases an advowson, and on avoidance presents himself. A. purchases a next presentation, and on avoidance presents himself. Will either presentation be simoniacal? State generally the law of simony.

14. On appointment of a fit clerk to a living—state, generally, what forms must be gone through in the case of an advowson presentative, and of an advowson donative.

15. What are the obligations and rights of a lay rector with reference to the chancel of the church of the parish.

## III.—EQUITY AND PRACTICE OF THE COURTS.

1. Can a private individual institute a suit against a corporation to compel the performance of a public trust, or for exceeding the powers of their Act; or who is able to take such proceedings?

2. If a trustee allows his agent to apply his trust fund in

a manner constituting a breach of trust, of which the agent is aware, can the *cestui que trust* proceed in chancery both against the trustee and his agent, or against either of them, at his option?

3. Define a common, and a special injunction, and state some of the cases in which a special injunction may be obtained.

4. In cases of mistake in a written instrument, does it make any difference in the relief granted, whether the defendant is one of the parties to the deed, or is his heir, or devisee, or a purchaser from him, with or without notice of the mistake?

5. Pending the treaty for a marriage, can the lady and gentleman alienate their respective properties without the consent of the other?

6. In order to sustain a bill for specific performance of a contract, must a pecuniary consideration be shown; and is any distinction made in cases of sales by expectant heirs? and state some of the essential points to justify a decree for specific performance of an agreement.

7. Are there any means by which an executor, before distributing the testator's estate according to the will, can protect himself from debts of which he has not been informed, without obtaining an administration decree?

8. Within what period must a subpoena be served, and does the same rule apply to all subpoenas?

9. What is a distringas; and what difference is there in the mode of obtaining one to enforce a decree, or to prevent the transfer of stock at the Bank of England; and how long does a distringas of the latter description prevent a transfer of stock?

10. If the defendant sets forth accounts in his answer upon which a balance is due from him, but the schedules to the answer are not cast up so as to show the exact balance, can the plaintiff obtain the payment into court of the balance, and if so, how?

11. Within what period is a decree directing accounts and enquiries to be brought into the judges' chambers; and, in case of default by the party entitled to prosecute the same, can any other party take steps to prosecute the decree?

12. May any residuary legatee obtain and prosecute a decree for the administration of the personal estate of a deceased person, without making the remaining residuary legatees parties, without notice to them; or what steps should be taken with regard to them?

13. What is the proper course to procure the attendance of a witness before the chief clerk?

14. If a receiver appointed by the Court finds himself in circumstances of difficulty in regard to the management of the property, how should he proceed to obtain the direction of the Court?

15. State the nature of a demurrer, and give instances in which it may be resorted to by way of defence.

## IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

1. What is bankruptcy?

2. How is the Court of Bankruptcy constituted?

3. To whom does an appeal lie from the Court of Bankruptcy?

4. State, with some particularity, what makes a man liable to be made bankrupt.

5. By what proceeding in the Court of Bankruptcy is a man made bankrupt?

6. Who can take that proceeding?

7. Are all persons equally, and on the same proof, liable to be made bankrupt, if not, what difference of liability is there?

8. Describe, shortly, the proceeding by trader-debtor summons.

9. Also the proceeding by judgment-debtor summons.

10. Describe, shortly, the office of the official assignee.

11. And that of the creditor's assignees.

12. How is a bankrupt discharged from his debts.

13. How can an insolvent estate be wound up without going into bankruptcy.

14. Why are not the debtor and his creditors left to make an arrangement, when they choose to do so, under the general law of contract, and without being either controlled or assisted by the bankrupt law?

15. How can the validity of an arrangement be contested?

## V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

1. May the consequences of a verdict be mitigated or averted?

2. Two persons quarrel and fight—the fight results in the death of one of them; give instances in which the circumstances would render the offence committed "murder" or "manslaughter," respectively.

3. A commits an assault on B. in attempting to steal B.'s watch—A. is indicted for robbery. It appears, however, on the evidence, that he did not commit the offence for which he was indicted, but that he committed the assault in his attempt to obtain the watch.—Is A. entitled to an acquittal in consequence?

4. If a person who has been duly served with a subpoena to attend and give evidence on a trial neglects to appear, can he be compelled to attend, and if so, how?

5. Explain the difference between direct and circumstantial evidence. Give an illustration of your answer.

6. If a person maliciously injures a statue in the British Museum, what is the nature of the offence committed, and how is it punishable?

7. A trespasser in pursuit of game may be required to quit the land, and give his name and address. What may be done in case of refusal?

8. Where, on a conviction for an assault, costs are allowed to the prosecutor, how may their payment be enforced?

9. From whom, and under what circumstances, may a wife obtain the protection of her earnings and property acquired since the desertion of her husband?

10. If the Court is satisfied of the sincerity of an objection to be sworn, taken by a person called as a witness, from conscientious motives, what course may be pursued to render his evidence legal?

11. How may a search-warrant for property be obtained?

12. Define conspiracy.

13. Of what offence is a person guilty who steals goods belonging to a wrecked vessel? and where may he be indicted?

14. How is the competency of a child under seven years of age, as a witness, to be determined?

15. Can the proceedings of a Court of inferior jurisdiction be removed to a superior court? if so, by what means?

#### ANSWERS TO THE QUESTIONS AT THE MICHAELMAS TERM FINAL EXAMINATION.

(By G. S. Green and G. Kendrick.)

##### I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. The proper mode of disposing of an action involving mere matters of account is by a reference either to one of the masters of the court, or to an arbitrator appointed by the parties; and the Court or a judge has power in such an action, upon the application of either party, either to decide the question in a summary manner, or to order it to be referred as aforesaid (Com. Law Pro. Act, 1854, s. 3).

2. The writs of *fi. fa* and *ca. sa.* are writs of execution issued upon a judgment and directed to the sheriff. By the former the sheriff is ordered to seize the goods of the defendant, and thereof to cause to be made the amount of the judgment debt and costs. By the latter the sheriff is directed to seize the person of the defendant, and to retain him until payment of the debt and costs. The latter writ can now only be issued at the instance of a plaintiff, in actions where the sum recovered in the action amounts to £20, exclusive of costs, or where the judge who tries the cause certifies that the defendant has been guilty of fraud. A defendant can in all cases issue a writ of *ca. sa.* for his costs, if he be successful (7 & 8 Vict. c. 96, s. 59).

3. A *capias* to hold to bail is a writ issued before judgment has been obtained, and it directs the sheriff to seize the defendant and to hold him until the action is decided, or until bail is given for payment of the debt sought to be recovered in the action, and the costs. This writ can only be issued in an action, in which the cause of action amounts to £20 or upwards, and the defendant is about to quit England. Before issuing the writ of *capias* the action must be commenced and an order obtained from a judge authorizing the writ to be issued, to obtain which order it is necessary to prove by affidavit the facts above referred to (1 & 2 Vict. c. 110, s. 3).

4. In cases where concurrent jurisdiction is given under the County Court Acts to the superior courts; that is to say, where the plaintiff dwelt, at the time of the commencement of the action, more than twenty miles from the defendant, or where the cause of action did not arise wholly, or in some material point, within the district in which the defendant

dwelt or carried on his business at the time of action brought, or where any officer of the county court is a party, or if the action is brought, for a cause for which no plaintiff could have been entered in the county court, or if the action has been removed from the county court, or if there was sufficient reason for bringing the action in the superior court.

5. An action of ejectment is commenced by writ of summons. There are no pleadings, but if the defendant appear the issue setting forth the writ and a note of the appearance is made up and the cause set down for trial proceeds in the same manner as an ordinary action.

6. An interpleader is an application made to the Court or a judge by a person against whom an action of assumpsit, debt, detinue, or trover is brought for money or goods in which he claims no interest, but to which other persons claim to be entitled. The application is usually made by summons at chambers. The Court or the judge may now, wherever, from the smallness of the amount in dispute or of the value of the goods seized it shall appear desirable to do so, determine the question in dispute in a summary manner upon the request of either party (Common Law Procedure Act, 1860, s. 14).

7. An attorney who omits to take out his certificate is unable to recover his costs against his client, and the latter is unable to recover his costs against the adverse party, except only actual payments made without notice of the omission (6 & 7 Vict. c. 78).

8. Specialty debts are barred under the Statute of Limitations after the expiration of twenty years from the time when they became payable and simple contract debts after six years. If the debtor cannot be found when the time in either case is about to expire, the operation of the statute can be prevented by issuing a writ which can be renewed from time to time within six months from the date of its being issued or renewed.

9. It is not now necessary to call the attesting witness to prove the execution of a written instrument, to the validity of which attestation is not requisite (Common Law Procedure Act, 1854, s. 26).

10. An action to recover a debt due to a woman before her marriage must, after marriage, be brought by the husband and wife jointly, and an action to recover a debt due from the woman before marriage must be brought against the husband and wife (Broom's Commentaries, pp. 131 to 136).

11. A husband is only liable for debts contracted by his wife when she was authorised to contract them as his agent, and such authority is implied in respect of contracts for necessities for the wife when he fails to supply her with them and they are living together, or when he does not allow her a sufficient allowance in case they live separate by mutual consent, or when he has turned her out of doors; but if the wife voluntarily abandon her husband, or if she commits adultery after they have separated by consent, she has no power to bind the husband by her contracts, and it lies upon the party supplying the goods to the wife to prove the facts from which the liability of the husband can be inferred (Broom's Com. 588, *et seq.*).

12. An agent is liable on contracts entered into for a principal when he does not disclose, at the time of entering into it the fact of his being merely an agent, and an agent is also liable when he, in fact, has no authority to bind the person for whom he pretends to act as agent. The meaning of a *del credere* agent is an agent who guarantees the payment to his principal by the persons with whom he contracts, and who is liable to his principal if such persons do not pay.

13. The usual remedy for recovering rent reserved on a lease is by a distress on the goods upon the premises. The landlord can also bring an action to recover the amount.

14. Where the goods of a tenant on the demised premises are taken in execution by the sheriff, and rent is due to the landlord, such landlord is entitled, on giving notice to the sheriff, to prevent the sale of the goods until twelvemonths rent, or any less sum then actually due, be paid.

15. No liability is incurred in the case stated in the question, as, by the Statute of Frauds, 29 Car. 2, c. 3, s. 17, it is provided that no contract for the sale of goods, wares, or merchandise, for the price of £10 or upwards, shall be allowed to be good, unless the buyer shall accept part of the goods sold, and actually receive the same, or give something in earnest to bind the bargain, or in part payment, or some note or memorandum in writing of the contract be signed by the parties to be charged by such contract, or by their agents lawfully authorized.



II.—CONVEYANCING.

(By J. Bradford and T. Widdows.)

1. It would appear that in the former case, where A. lets premises to B., reserving compensation not referable to a year or any other definite period—there being nothing to define the duration of the tenancy—it must be a tenancy at will. Where rent is payable quarterly, as in the latter case, a tenancy from year to year is implied by law.

2. By the 4 & 5 Will. 4, c. 22, s. 2, the rent reserved in the latter of the cases mentioned in the question would be apportioned between the personal representative of the tenant for life, and the remainderman, if the lease were executed after the date of that Act. With regard to the former case mentioned in the question, there would be no apportionment of rent between the personal representatives of tenant in fee, and his heir.

3. If the wife be not under seventeen she is empowered by the 18 & 19 Vict. c. 43, with the sanction of the Court of Chancery, to make a binding settlement on her marriage. In that case the settlement of the cash and the reversionary fund referred to in the question could be effected by one deed executed before the marriage. When the reversionary interest became an interest in possession the trustees of the parents' settlement would have to pay over the fund to the trustees of the daughter's settlement. The general limitations of such a settlement would be to invest and pay the income to the husband for life, or in regard to the wife's share for her separate use, and after his death the whole to the wife for life, and after the death of the survivor to divide the fund amongst the children, as the husband and wife jointly, or the survivor alone, might appoint, in default of appointment to the children equally. There should be powers of maintenance and advancement. In default of children the husband's £5,000 would be limited to the husband's family, and the wife's £5,000 to her own family.

4. An estate can be limited, as an executory devise, to the unborn child of a living person when he shall attain twenty-one, whether the child be born in the lifetime of the living person or be a posthumous child; but the period of gestation is only allowed where it actually exists, and a further term equal to the ordinary period of gestation would not be allowed in fixing the period of the vesting of the estate in another person.

5. Thellusson's Act forbids the accumulation of income for any period longer than the life of the grantor or settlor, or twenty-one years from the death of the grantor, settlor, or testator, or during the minority of any person living or in ventre sa mère at the death of the grantor or testator, or during the minority of any person who, under the settlement or will, would for the time, being of full age, be entitled to the income so directed to be accumulated. But the Act does not extend to any provision for the payment of debts, or for raising portions for children, or for any direction touching the produce of timber or wood (Wm. Real Prop. 6th ed. 288).

6. By the 25th section of the new Wills Act, 1 Vict. c. 26, the void accumulations of income derived from real estate would pass under the will to the residuary devisee.

7. In the case of a devise to B. after the death of A., if B. be not the heir of the deviser, A. would not take any estate by implication, as the testator may have intended that the estate should descend to his heir until the death of A. But, if B. be the heir, A. will take an estate for life by implication, as by the express words of the will, the heir is not to take till after the death of A.; so that if A. do not take it, no one else can (Sm. Comp. R. & P. Prop. 3rd ed. 983).

8. Where a portion is given to arise out of lands to be paid at twenty-one or marriage under that age and the object dies before the attainment of twenty-one and without having been married, the portion will not be raised, but will sink, as it is called, into the land for the benefit of the person entitled thereto. If a legacy, not charged on land, is given to be paid at twenty-one or marriage under that age, the period of time referred to, in the absence of other indications of intent, will be considered to refer to payment only, and not to make the gift contingent on the legatee surviving the time of payment (Sm. Comp. of R. & P. Prop. 312, 313).

9. Trust estates will pass under such a general devise where the will contains no expression authorising a narrower construction, nor any such disposition of the estate as it is

unlikely a testator would make of property not his own (Lewin on Trustees, 4th ed., 173).

10. A tenant in tail, after possibility of issue extinct, may commit all ordinary waste, but a Court of equity will restrain him from committing equitable waste (1 Lead. Cas. in Eq. 675, or "Wilful and malicious waste," Lead. Cas. in Real Prop. 48).

11. Where A. gives land for building thereon a church under the Church Building Acts, such land should be conveyed to the Ecclesiastical Commissioners. The Statutes of Mortmain do not apply to endowments under the Church Building Acts, except where the endowment does not exceed the annual value of £300.

12. The conveyance of the site for the school may be made to trustees upon trust to hold the same for the purposes of the school. Conveyances of sites for schools are, by several Acts of Parliament, excepted from the law of Mortmain, provided the quantity of land does not exceed one acre, and they may be made by a deed attested by one witness only.

13. The first presentation would, and the second would not, be simoniacal.

(1.) A purchase of a next presentation when the church is vacant is void, and a purchase of the advowson at such a time, quoad the vacancy, is void.

(2.) For a clerk to purchase the next presentation, even if the church be not vacant, and present himself is simony.

(3.) But, where a person purchases the next presentation, the church being full, and the incumbent not ill, with the intention of presenting a particular third person, the presentation of that third person is not simony.

(4.) A purchase of the next presentation when the incumbent is in a dying state is not simony, if without the privity, and without any view to the nomination of, the particular person presented. And a purchase of the advowson under similar circumstances is not simony (Sm. Comp. R. & P. Prop. 3rd ed. p. 839).

14. In the case of an advowson *presentative* after presentation by the patron, the clerk must be *instituted* by the bishop which is a kind of investiture of the spiritual part of the benefice. After this the clerk is *inducted* or invested with the temporal part of the benefice. Induction is performed by a mandate from the bishop to the archdeacon who usually issues out a precept to other clergymen to perform it for him. It is done by giving the clerk corporal possession of the church as by holding the ring of the door, tolling a bell or the like. In an advowson *donative*, the mere gift of the patron vests the benefice absolutely in the clerk without presentation, institution, or induction (Steph. Com. 3rd ed. p. 29).

15. The lay rector is considered seised of the chancel and is entitled to the chief pew therein. He is also bound to repair the chancel, whilst the repairs of the body of the church fall upon the parishioners. There is, however, some difference of custom in this respect in the city of London, where the parishioners sometimes repair the chancel as well.

III.—EQUITY AND PRACTICE OF THE COURTS.

(By J. Bradford and G. S. Green.)

1. Where it is necessary to institute proceedings in equity against a corporation to compel the performance of a public trust, or for exceeding the powers of their Act, such proceedings should be taken either by information by the Attorney-General acting alone on behalf of the Crown, or by the Attorney-General, at the instance of some private individual called the relator, who has the conduct of the suit and is responsible for costs. Such a suit should not be instituted by a private individual acting alone (Haynes' Outlines, app. pp. 2, 3).

2. If a trustee allows his agent to apply his trust fund in a manner constituting a breach of trust, the *cestui que trust* cannot make the agent responsible to him unless the conduct of the agent has been such as to amount to fraud. Where an agent has not confined himself to the duty of an agent, but by accepting a delegation of the trust, or by fraudulently mixing himself up with a breach of trust, has become, in construction of law, a trustee, he is liable as such (Lewin on Trustees, 416, 417).

3. An injunction to stay proceedings at law was formerly termed a common injunction, but 15 & 16 Vict. c. 86, s. 58, has assimilated the practice relating thereto to that of special injunctions.

A special injunction is an injunction to restrain the commission of wrongful acts of a special nature as—for in-

stance—(1) breaches of contract, trust, or confidence; (2) infringement of copyright or patents; (3) counterfeiting trade marks; (4) obstruction of ancient lights; (5) waste and trespass; (6) nuisance, either public or private, and in some other cases (Morgan Ch. Acts and Ords. 486).

4. In cases of mistake in a written instrument, relief will not be granted against a purchaser for value without notice of the mistake, although it might be granted against one of the original parties to the deed, or those claiming under him, as volunteers or as purchasers with notice.

5. Pending a treaty for a marriage, an alienation by the lady of her property without the knowledge of the intended husband will generally be considered as a fraud on his marital rights, and as against the lady herself, or volunteers will be liable to be set aside in equity (*Countess of Strathmore v. Bowes*, 1 L. C. Eq. 373).

6. In order to sustain a bill for specific performance of a contract, it is necessary to show a pecuniary consideration, or what the law will regard as equivalent thereto. But a bill for specific performance of a voluntary contract cannot be sustained. A sale by an expectant heir will not be enforced unless it be shown that the vendor sold for a fair price, and that no advantage was taken of his position. A decree for specific performance will not be made unless damages would not be a complete satisfaction, and unless the contract, if within the Statute of Frauds, is in writing, or has not been reduced into writing, in consequence of the fraud of the defendant, or there has been such a part performance as materially to have altered the position of the plaintiff (Sm. Eq. Man).

7. An executor, before distributing his testator's estate according to the will, may avail himself of the 22 & 23 Vict. c. 35, s. 29, whereby it is provided that an executor or administrator who has given such notices, as would have to be given in an administration suit, for creditors and others to send in their claims against the testator's estate, may, at the expiration of the time limited by such notices, distribute the assets among the parties entitled thereto of whose claims he has notice, and shall not be liable in respect of such assets to the claims of other persons. But the Act provides that it shall not prejudice the right of any creditor or claimant to follow the assets.

8. The service of any subpoena, except a subpoena for costs, shall be of no validity if not made within twelve weeks after the date of the writ (Cons. Ord. xxviii., r. 9).

9. A distringas is a writ issued against a corporation for the purpose of compelling it to obey the order of the Court. A distringas to enforce a decree cannot be obtained until after decree, to obtain which a bill must have been filed. A distringas to prevent the transfer of stock at the Bank of England may be obtained without bill on filing an affidavit by the person or one of the persons applying for such writ, or his solicitor, showing that the applicant is beneficially interested in the stock in question. Such a distringas prevents a transfer until eight days after an application to transfer, and no longer, unless further proceedings, as pointed out by 5 Vict. c. 5, are taken.

10. Where a defendant sets forth accounts in his answer upon which a balance is due from him, but the schedules to the answers are not cast up so as to show the exact balance, the plaintiff may obtain payment into court of the balance by getting the accounts cast, and the exact amount of such balance ascertained, and then taking out a summons, supported by an affidavit of the person who has made the calculation, on which summons the requisite order will be made.

11. Every decree or order directing accounts or enquiries to be taken or made shall be brought into the judge's chambers by the party entitled to prosecute the same within ten days after the same shall have been passed and entered, and, in default thereof, any other party to the cause or matter shall be at liberty to bring in the same, and such party shall have the prosecution of such decree or order unless the judge shall otherwise order (Cons. Ord. xxxv. r. 22).

12. Under 15 & 16 Vict. c. 86, s. 42, any residuary legatee or next of kin may, without serving the remaining residuary legatees or next of kin, obtain a decree for the administration of the personal estate of a deceased person. Such a decree cannot be prosecuted without service of notice of the decree on the other residuary legatees or next of kin.

13. The attendance of a witness before the chief clerk is obtained by means of a subpoena, which is issued from the Record and Writ Clerk's Office upon a note from the judge (Cons. Ord. xxxv. r. 29).

14. If a receiver appointed by the Court finds himself in

circumstances of difficulty in regard to the management of the property he should get a summons at chambers taken out on his behalf asking for the directions of the Court.

15. A demurrer is a pleading by the defendant in which he relies for his defence on matter appearing on the face of the bill, and by which he in effect asks the judgment of the Court against the plaintiff. All matters of fact stated in the bill are admitted for the purposes of the demurrer. A demurrer may be resorted to where the bill on the face of it is defective as to parties—where it is multifarious—where there is want of equity or want of jurisdiction in the court in which the bill is filed.

#### IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

(By J. Bradford and G. Kenrick.)

1. Bankruptcy is the state or condition of a man whose person and property have become subject to the operation of the bankrupt laws.

2. The Court of Bankruptcy is constituted of the commissioners in bankruptcy for the time being acting in London and in the several districts in the country, each and every of whom "singly and simultaneously or otherwise, as occasion may require, is and forms the Court" (Sm. Merc. Law, 609, 610).

3. An appeal lies from the Court of Bankruptcy to the "Lords Justices of the Court of Appeal in Chancery," from whose decisions an appeal lies to the House of Lords, but only on matters of law or equity, or on the rejection or admission of evidence, and on a special case to be approved and certified by one of the judges of the Court of Appeal (Sm. Merc. Law, 611).

4. Any person, whatever, who is capable of binding himself by contracts, may now become a bankrupt; but, in order to become a bankrupt, he must commit one of the acts which are denominated *acts of bankruptcy*. These are divided into two classes:—

(I.) Those in which an intent to defeat or delay creditors is essential.

(II.) Those in which such intent is not essential.

Class (I.) includes—(1) departing the realm; (2) being out of the realm, remaining abroad; (3) departing from dwelling house; (4) otherwise absenting himself; (5) beginning to keep house; (6) suffering an arrest for a debt not due; (7) yielding himself to prison; (8) suffering outlawry; (9) procuring himself to be arrested, or his goods, money, or chattels to be attached or sequestered; (10) or taken in execution; (11) making a fraudulent grant of his property. Of these the whole number apply to *traders*; but the first, second, and eleventh only to *non-traders*.

Class (II.) includes—(1) lying in prison, being detained for debt, or non-payment of money, fourteen days by a trader, or two calendar months by a non-trader; (2) escaping out of prison or custody where detained for a debt, unless, being summoned, satisfactory security is given; (3) after the issue of a *fiat* or filing a petition against him, paying money or giving security to petitioning creditor; (4) filing at the office of the registrar a written declaration of inability to meet engagements if petition filed by or against him within two months; (5) in the case of a trader, if an execution be levied by seizure and sale of goods in respect of a money demand over £50; (6) being adjudicated bankrupt or insolvent in any court having proper jurisdiction in any part of her Majesty's dominions. Several acts of bankruptcy may also be committed by non-payment of debts after summons from the Court (Sm. Merc. Law, 573-591).

5. The mode of proceeding in the Court of Bankruptcy to make a man a bankrupt is generally by petition, presented either by a creditor or by the debtor himself, which petition must be supported by the proper evidence.

6. The proceeding required to make a man a bankrupt may be taken by a creditor, or by the debtor himself as mentioned above.

7. All persons are not equally, and on the same proof, liable to be made bankrupt, as many acts which, in the case of traders are acts of bankruptcy, in the case of non-traders are not so, as noticed in the answer to question 4 above. The 12 & 13 Vict. c. 106, s. 77, contains special provision relating to the mode in which a trading member of Parliament may be made a bankrupt.

8. Any creditor of a trader may under section 78 of 12 and 13 Vict. c. 106, on filing an affidavit of his debt and of the debtor being a trader, and of the service on such trader of written particulars of demand with a notice requiring immediate payment, obtain a summons calling on the trader to appear

before the Court. On the appearance of such trader, he may be required to state whether he admits of the demand, in which event he is required to sign an admission to be filed in the Court, or such trader may be permitted to depose on oath, that he believes he has a good defence, when he may be required to give security to pay the amount with costs, which may be recovered in any action for the recovery. If such trader does not appear, or having appeared shall refuse to admit the demand and does not make the deposition and give the security above referred to, then in either case if the trader does not within seven days after service of the summons satisfy such creditor or enter into a bond with sureties to the amount with costs that may be recovered in any action against him, such debtor shall, on the eighth day from the service of the summons, be deemed to have committed an act of Bankruptcy, provided a petition for adjudication shall be filed within two months from the filing such affidavit. If the trader signs the admission as above and shall not within seven days from the filing thereof tender to the creditor the amount of the demand, or secure or otherwise satisfy him, such trader on the eighth day from the filing the admission shall be deemed to have committed an act of bankruptcy if a petition for adjudication against him be filed within two months from the filing such affidavit.

9. The proceeding by judgment-debtor summons is applicable where a judgment-creditor is in a position to sue out a *ca. sc.* against his debtor, or to charge him in execution for a debt amounting to £50, exclusive of costs, who at the end of one week, after signing such judgment, is entitled to sue out against the debtor, if a trader, or if a non-trader, at the end of one calendar month, and whether the judgment-debtor be in custody or not, a judgment-debtor summons requiring him to appear and be examined as to his ability to satisfy such debt; or where a person is entitled to receive money under an order of a court of equity or bankruptcy which is disobeyed by the debtor at the time fixed for payment, the creditor is also entitled to such a summons. If the debtor appear he may be examined as to his ability to pay, and for the discovery of his property. If the debtor should not pay the debt and costs, or otherwise satisfy the creditor, the Court may, on the appearance of the debtor, or if he shall not appear, adjudge him bankrupt without petition.

10. Immediately on adjudication it is the duty of the official assignee to take possession of the bankrupt's estate, and, if necessary, to retain such possession until the appointment of creditors' assignees. In the meantime, if the Court shall so order, he may dispose of any property of the bankrupt which may be deemed expedient. He should pay or deposit in the Bank of England such money bills and notes as may come into his possession. On the appointment of creditors' assignee he should deliver a proper account to him by whom such account is to be audited. The official assignee shall, notwithstanding the appointment of a creditors' assignee, collect all debts not exceeding £10 and pay the sums received into the Bank (Sm. Merc. Law, 667, 668).

11. The creditors' assignee is the assignee appointed by the creditors. Upon the appointment all the estate, real and personal, of the bankrupt vests in him. His duty is to audit the accounts of the creditors' assignee, and on him devolves the duty of collecting and realizing the estate, with the exception of debts under £10 as above mentioned. The creditors' assignee must, at the expiration of every three months, until his accounts are finally audited and he is discharged, render on oath an account of all his receipts and payments to the official assignee in the presence of the Registrar. A copy thereof or a statement showing the nature and result thereof is made out by the official assignee and sent in a printed form through the general post to every creditor who has proved (Sm. Merc. Law, 667, 668).

12. When the bankrupt has passed his last examination, unless an order of discharge shall have been previously made, the court appoints a sitting to consider the question of granting him such order. Fourteen days notice of such sitting is given in the *London Gazette*, and such newspapers as the court directs. Unless the Bankrupt has been guilty of one of the misdemeanours pointed out by the Act, he is entitled to the order of discharge, and the commissioner cannot refuse or suspend such order (Sm. Merc. Law, 731, 732).

13. An insolvent estate can be wound up without going into bankruptcy under a composition deed complying with the requisites pointed out by the Act.

14. A debtor and his creditors may if they so choose make an arrangement under the general law of contract without

being either controlled or assisted by the bankrupt law. Each creditor has the power of releasing his debtor, and there is nothing to prevent all the creditors of a given debtor joining in giving him a release on such terms as they may think proper. But a non-assenting creditor cannot be bound by other creditors except the requisitions pointed out by the Act are complied with.

15. The validity of an arrangement may be contested in the Court of Bankruptcy on an application made by any creditor or claimant for leave to issue execution, sequestration, or other process against the debtor's property as he might have issued if no arrangement had been entered into.

#### V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

(By G. Kendrick and G. S. Green.)

1. The consequences of a verdict of guilty may in some cases be mitigated or averted as by a motion in arrest of judgment by a writ of error, or by the judge who presides reserving a point of law for the Court for the consideration of Crown Cases Reserved. After a judgment has been passed which is unimpeachable, there may be a pardon absolute or conditional (Broom's Com. 983, 989).

2. Where two persons quarrel and fight, and the fight results in the death of one of them, the survivor will be guilty of murder or manslaughter according as the evidence shows or does not show malice express or implied. If it appears that the survivor instigated the quarrel for the purpose of getting an opportunity to kill his opponent, or used a weapon of a kind and in a manner which indicated a malicious intent beyond the purposes of self-defence, there would be sufficient evidence to justify a verdict of murder. If the parties fought on equal terms, and there was the absence of evidence of the kind above alluded to, the proper verdict would be manslaughter.

3. Where A. assaults B. with the intent to steal B.'s watch, but does not succeed, and A. is indicted for robbery, he may be convicted for an attempt to rob (14 & 45 Vict. c. 100, s. 9).

4. If a witness, who has been served with a subpoena to attend and give evidence on a criminal trial, neglects to appear, he is liable to an attachment. There appears to be some doubt whether the justices in sessions have power to direct an attachment, but they have power to commit such witness. If the witness can neither be attached or committed, he may be indicted (Roscoe Dig. in C. C. 104).

5. Direct evidence is evidence given by a witness as to the actual fact which constitutes the crime or question at issue; circumstantial evidence is evidence given of a fact from which alone, or in combination with other facts, the existence of the principal fact may be concluded. Where a robbery, for instance, has been committed, a person who saw the act committed is in a position to give direct evidence as to the robbery. If the property is found in the possessions of the prisoner that fact is circumstantial evidence that the prisoner is guilty of the robbery, its force may be indefinitely increased or diminished by a comparison with surrounding circumstances.

6. Under the Act to consolidate and amend the statute law relating to malicious injuries to property, a person who maliciously injures any work of art in a public place, as the British Museum, is guilty of a misdemeanour, and may be punished by imprisonment.

7. A trespasser in pursuit of game, who is required to quit the land and give his name and address, and refuses to do so, is liable to be apprehended and taken before a justice within twelve hours. If not so taken he must be discharged and proceeded against in the usual way.

8. Where, on a conviction for assault, costs are allowed to the prosecutors against the person convicted, unless the amount awarded in respect of such costs shall be sooner paid, the offender shall be imprisoned for any term the Court shall award, not exceeding three months, in addition to the term of imprisonment (if any) to which the offender may be sentenced for the offence (24 & 25 Vict. c. 100, s. 73).

9. A wife deserted by her husband may apply to a police magistrate or justices in petty sessions or to the Divorce Court for an order to protect her earnings and property acquired by her own lawful industry, or of which she may have become possessed after such desertion. Such magistrate or justices or Court, if satisfied of the desertion, and that the same was without reasonable cause, and that the wife is maintaining herself by her own industry or property acquired since



the commencement of the desertion, may make an order giving the wife protection as if she was a *feme sole*.

10. Under the Common Law Procedure Act, 1854, s. 20, if any person called as a witness shall refuse or be unwilling from alleged conscientious motives to be sworn, it shall be lawful for the Court or judge or person qualified to take affidavits or depositions, upon being satisfied of the sincerity of such objection, to permit such person instead of being sworn to make his or her solemn affirmation or declaration in the form given in the Act, which shall be of the same force as if an oath had been taken in the usual form.

11. A search warrant for goods alleged to be stolen may be obtained on application to a justice of the peace, 24 & 25 Vict. c. 96, provides that if any credible witness shall, upon oath, prove before a justice of the peace a reasonable cause to suspect that any person has in his possession, or on his premises, any property in respect to which any offence under that Act shall have been committed, the justice may grant a warrant to search for such property as in the case of stolen goods (Steph. vol. iv. 427).

12. The crime of conspiracy is the combination of two or more persons for the purpose of doing something in itself unlawful, or to do something lawful by unlawful means. The bare engagement and association to break the law constitutes the offence (Broom's Com. 895, 896).

13. A person who steals goods from a wrecked vessel is guilty of felony (24 & 25 Vict. c. 96, s. 64).

14. The competency of a child of tender years as a witness is determined by ascertaining if the infant comprehends the nature and obligation of an oath, and the consequences of perjury (Sm. Com. Law Man. 436).

15. The proceedings of a court of inferior jurisdiction may in general be removed to a court of superior jurisdiction. In criminal matters all indictments from all inferior courts may be removed into the Queen's Bench, the mode of procedure is by writ of *certiorari* (Steph. Com. iv. 387).

## COURT PAPERS.

### ORDER IN CHANCERY.

Whereas by the 5th of the Consolidated Orders of this court, rule 6, it is provided that the Lord Chancellor may from time to time, by special order, direct the offices to be closed on days other than those mentioned in the 1st rule of the said order; his Lordship doth think fit and doth therefore order that the Registrar's Office of this court be, during the vacations, closed on Monday and Saturday in each week, and that this order be entered and set up in the several offices of this court.

(Signed) CHELMSFORD, C.

### ADMISSION OF ATTORNEYS.

MICHAELMAS TERM, 1866.

The following days have been appointed for the admission of Attorneys in the Court of Queen's Bench:—Saturday 24th November, Monday 26th November.

### ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Monday the 26th of November, 1866, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his Common Law admission or his certificate of practice for the current year at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Saturday the 24th of November.

The papers of those gentlemen who cannot be admitted at Common Law till the last day of term will be received at the Secretary's Office up to 12 o'clock at noon on that day, after which time no papers can be received.

MORE "TRUE BILLS."—A miscarriage of justice—which we would have called singular, had it not been on all-fours with two other cases to which we lately called attention—occurred at the last West Riding Sessions at Doncaster. A man was charged with felony, and the bill, as in the ordinary course, went up to the Grand Jury, who, after the customary evidence, found there was no case, and the foreman endorsed the indictment—"No true bill." The clerk of the peace, however, overlooked the word "No." The prisoner having been arraigned, pleaded "Guilty;" and the judge was about to pass sentence when the mistake was discovered. He had, then, no alternative but to discharge a man who, on his own confession, was guilty of the crime with which he was charged.

## PUBLIC COMPANIES.

### ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Nov. 15, 1866.

(From the Official List of the actual business transacted.)

#### GOVERNMENT FUNDS.

3 per Cent. Consols, 98½	Annuities, April, '85
Ditto for Account, Dec. 5, '85	Do. (Red Sea T.) Aug. 1908 9½
3 per Cent. Reduced, 67½	Ex Billa, £1000, 3 per Ct. 3 pm
New 3 per Cent., 87½	Ditto, £500, Do 3 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do 3 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 6½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year)
Annuities, Jan. '80	Ditto for Account, —

#### INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Inf. Fr., 5 p Ct., Jan. '72 100½
Ditto for Account, —	Ditto, ¼ per Cent., May, '79 100½
Ditto 5 per Cent., July, '70 106½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '73 102½
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, 19 pm
Ditto Enforced Fpr., 4 per Cent.	Ditto, ditto, under £1000, pm

#### INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 per cent	Clerical, Med. & Gen. Life	100	10 0	26 17 6
4000	40 pc & bs	County ...	100	10 0	85 0 0
40000	8 per cent	Eagle ...	50	5 0	6 17 6
10000	7½ & 8d pc	Equity and Law ...	100	6 0	7 15 0
20000	7½ & 10d pc	English & Scot. Law Life	50	3 10	0 4 15 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New ...	50	50 0	0 45 0 0
5000	5 & 3 p sh b	Gresham Life ...	20	5 0	0 0
20000	5 per cent	Guardian ...	100	50 0	0 44 0 0
20000	7 per cent	Home & Col. Ass., Ltd.	80	5 0	0 2 0 0
7500	4½ per cent	Imperial Life ...	100	10 0	0 15 0 0
60000	10 per cent	Law Fire ...	100	2 10	0 5 0 0
10000	32½ per cent	Law Life ...	100	10 0	0 87 15 0
100000	6 & 7 pr ct	Law Union ...	10	0 10	0 16 6
20000	6s p share	Legal & General Life	50	8 0	0 8 0 0
20000	5 per cent	London & Provincial Law	50	4 17	8 4 5 0
40000	10 per cent	North Brit. & Mercantile	80	6 5	0 16 15 0
2500	12½ & bns	Provident Life ...	100	10 0	0 38 0 0
689220	20 per cent	Royal Exchange...	Stock	All	295
—	6½ per cent	Sun Fire ...	...	All	203 0 0
4000	...	Do. Life ...	...	All	63 0 0

#### RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter .....	100	85
Stock	Caledonian .....	100	123
Stock	Glasgow and South-Western .....	100	...
Stock	Great Eastern Ordinary Stock .....	100	26½
Stock	Do., East Anglian Stock, No. 2 .....	100	6
Stock	Great Northern .....	100	117
Stock	Do., A Stock* .....	100	127
Stock	Great Southern and Western of Ireland .....	100	22
Stock	Great Western—Original .....	100	53½
Stock	Do., West Midland—Oxford .....	100	38
Stock	Do., do.,—Newport .....	100	35
Stock	Lancashire and Yorkshire .....	100	124½
Stock	London, Brighton, and South Coast .....	100	85
Stock	London, Chatham, and Dover .....	100	19½
Stock	London and North-Western .....	100	118
Stock	London and South-Western .....	100	84
Stock	Manchester, Sheffield, and Lincoln .....	100	129
Stock	Metropolitan .....	100	44
Stock	Do., New .....	—	2½ pm
Stock	Midland .....	100	124½
Stock	Do., Birmingham and Derby .....	100	95
Stock	North British .....	100	38
Stock	North London .....	100	120
10	Do., 1864 .....	5	7
Stock	North Staffordshire .....	100	74
Stock	Scottish Central .....	100	154
Stock	South Devon .....	100	45
Stock	South-Eastern .....	100	65½
Stock	Taff Vale .....	100	145
10	Do., C .....	—	3 pm

\* A receives no dividend until 6 per cent. has been paid to B.

#### MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

More activity than has been observable for some time past, has pervaded the markets for all kinds of securities during the week. Government stocks have been to a certain extent neglected, because investments are once more being made in the low priced securities.

The Bank return to-day shows that the total of the bullion is now £17,144,607, being an increase of £253,001. The addition to the notes is represented by £431,960. Public deposits have been increased by £770,058, the private deposits show a decrease of £463,064.

Railway shares have not greatly participated in the increase

of business manifest in other departments. The disclosures which have been made are more recent than those which have occurred in other branches; and it requires some little time to allay the public fears.

In banking shares no change of importance has occurred. A numerously attended meeting of creditors of Agra and Masterman's Bank was held on Tuesday when a resolution was passed accepting the terms offered. There will be a series of payments, with interest, of which the last will be in July, 1868.

The Bank of Hindustan China and Japan is to be wound up voluntarily, under supervision, but it has transpired that there is a prospect of shortly resuscitating the business.

At a meeting of the South African Bank held to-day a dividend of 4 per cent. per annum for the past half-year was declared; and a proposal for amalgamation with the Standard Bank of British South Africa was rejected.

Miscellaneous shares have fluctuated somewhat considerably, and a variety of rumours of a damaging character have been industriously circulated by speculators.

The General Credit Company have issued their report; and it has been attempted to be shown that it is unfavourable; but the shares have not suffered much. The following are the latest prices of some of the shares:—

London Finance closed 16½ to 15½ dis.; General Credits were dull at 1½ to 1½ dis.; International, 2 to 1½ dis.; and Credit Foncier 5½ to 4½ dis.

At a meeting of Smith, Knight, & Co., held yesterday, Mr. Arthur J. King brought forward several charges against the original directors, and it was ultimately resolved to wind up voluntarily under the supervision of the Court.

Petitions have been presented to wind up the following companies:—The Peruvian Railway Company (Limited), The General Trading Company (Limited), The London Offices Company (Limited), The Bank of Hindustan China and Japan (Limited).

**PROSECUTION OF GOVERNOR EYRE.**—Governor Eyre, it is announced, is to be arraigned at the sittings of the Central Criminal Court, which commence on Monday the 19th inst. An application will of course be made to remove the case by certiorari to the Court of Queen's Bench, and the application is not likely to be refused, so that some months must, under any circumstances, elapse before the trial can take place.

**AN ANCIENT CEREMONY.**—On Tuesday, the 30th ult., in accordance with ancient custom, the City Solicitor, Mr. T. J. Nelson, and Mr. G. W. K. Potter, Secondary of London, with one of the late Under-Sheriffs of Middlesex, William Henry Walton, Esq., attended before the Queen's Remembrancer, at his office in Chancery-lane, in obedience to his warrant, "to account as to rent services due to the Crown to be rendered on behalf of the Corporation." A proclamation was made, by Charles Pantton, his Chief Clerk, calling upon the tenants and occupiers of "a piece of waste ground called the Moors, in the county of Salop," to come forth and "do their service." Whereupon the City Solicitor, following the immemorial usage, cut a fagot with a hatchet and another with a bill-hook—that being the expected service. The tenants and occupiers of "a certain tenement called the Forge, in the parish of St. Clement Dames, in the county of Middlesex," were summoned in like manner by proclamation to "come forth and do their service." The City Solicitor then counted "six horse-shoes and sixty-one nails," the Remembrancer, as he did so, saying, "Good number," according to custom. The ceremony then concluded.

**LOCAL BILLS FOR NEXT SESSION.**—By the end of the present month all plans connected with local bills must be deposited; and the general opinion is that there will be very little private bill legislation. Last year there were upwards of 600 local bills, and 363 local Acts were passed. It is not expected that there will be "one-third" of the number in the next session.

**CASE OF SELLING A CHILD.**—A young woman named Mary Ann Harris was lately charged at Birmingham with having neglected her infant child. Some twelve months ago Harris was delivered of a child, the reputed father being a solicitor in Birmingham. She was confined in the General Hospital. A meeting was afterwards arranged, at which there were present the father of the child, the mother, Mr. Williamson, a student in the General Hospital, the female, and her husband. It was then agreed that the mother should hand over the infant to the female, whose name is Ruth Chapman, and that the father should pay Chapman's husband £15. This was done, but in a day or two the man decamped, and the child was taken to the workhouse, where it died. The magistrate regretted he could not reach the guilty parties; but the mother was not to blame, and therefore she would be discharged.

**THE PUBLIC ACCOUNTS.**—At the commencement of the next financial year an Act of Parliament passed in the late Session will come into force to consolidate the duties of the Exchequer and Audit Departments, to regulate the receipt, custody, and issue of public money, and to provide for the audit of the accounts of the same. The statute is to be cited as "The

Exchequer and Audit Departments Act," and within 12 months of the passing of the same her Majesty may appoint the holder of the office of Controller of the Exchequer to be "Controller and Auditor-General," and also appoint one of the commissioners for auditing the public accounts to be "Assistant-Controller and Auditor." The salary of the former to be £2,000, and of the latter £1,500. Neither to sit in Parliament, nor is any peer to be capable of holding either of the offices. The present offices of Controller-General of the Exchequer and the Commissioners are to be abolished, with power to the Treasury to grant compensation allowances to the commissioners. The gross revenues are to be paid into the Exchequer, and daily returns to be sent to the Controller and Auditor-General. All moneys are to form one fund in the books of the Banks of England and Ireland, and to be applicable to Exchequer issues. The quarterly accounts of the income and charge of the Consolidated Fund are to be prepared. A new procedure is directed to take place as to public moneys, and the surplus income is to be shown, applicable to the reduction of the National Debt. The Act is to take effect on the 1st of April next.

**THE BANDA AND KIRWEE PRIZE-MONEY.**—In a very few days the Royal Warrant for the first distribution of the Banda and Kirwee prize-money will be issued. The troops which will be entitled to share are those which accompanied General Whitlock to Jubbulpore, Saugor, Banda or Kirwee, and which were still under his command on the 19th of April or the 6th of June, 1858. The corps which are included in this category are the following, O to K:—The left wing of Her Majesty's 12th Lancers, No. 8 Field Battery Royal Artillery, East India Company's Army.—The A troop European Horse Artillery, the F troop Native Horse Artillery; the C company of the 4th Battalion of Artillery, the L company of Sappers and Miners, the 3rd European Regiment, the 1st Regiment of Madras Native Infantry, a detachment of the 50th Regiment of Madras Native Infantry, and a squadron of the 2nd regiment of Cavalry Hyderabad Contingent. To these must be added the officers and men of her Majesty's 43rd Regiment of Light Infantry, and the 15th Regiment of Madras Native Infantry, as these joined them under the command of Brigadier M'Duff, and a detachment of Sikh cavalry under Lieutenant Metz, known as Metz's Horse. Besides these we must include those portions of the 3rd European Regiment, the 50th Madras Native Infantry, and other portions of the Madras army which had joined General Whitlock before he met the enemy at Banda, and which were still under his command at the date of the capture of Banda or Kirwee. The share of the Commander-in-Chief will be paid to the representatives of the late Lord Clyde, and the general and divisional staff are likewise entitled to participate.—*Full Moll Gazette.*

**LLOYD'S BONDS.**—The following letter with regard to the affairs of the Carmarthen and Cardigan Railway has been published:—

"Sir,—Referring to the letters of the 6th and 9th instant, of Mr. John Everetts, which appeared in your City article of the 7th and 10th, as the contractor to whom all the Lloyd Bonds of the railway in question were issued, I distinctly assert that his statement of the 'newly elected' (fifteen months in office) board of directors having already discovered that £200,000 worth of those bonds now in the hands of the public are a duplicate issue, is utterly untrue. I have instructed my solicitor to take proceedings against him for the libellous statement he has directed against me, and in the meantime I can only ask the public to suspend their judgment.—I am, Sir, your obedient servant,  
"H. A. HOEDEN.

"Cannon House, 28, Queen-street, London, E. C.,  
"Nov. 12, 1866."

**MR. REGISTRAR WELCH.**—It is recorded that when the Insolvent Act was extended to Ireland, two gentlemen of notorious impunctuality were the first commissioners appointed. When they met, one asked the other what he would have done if that stroke of luck had not occurred. "Just what I've done now," he promptly replied, "taken the benefit of the Act." Mr. Registrar Welch seems a gentleman of similar temperament. Being Registrar of the Leeds Bankruptcy Court, and being also in an insolvent condition, he adjourns for awhile in York Castle, is adjudicated a bankrupt on his own petition, and then coolly returns to the exercise of his functions. On Monday he leaves gaol, though still a bankrupt *sub judice*. On Wednesday he takes his place in court and adjudges other men bankrupts. Suppose a police magistrate to be brought into his own court as "drunk and disorderly"—to be fined by one of his colleagues—and on the next morning to resume his seat: what would public opinion say to that? The *Yorkshire Post*, referring to the fact that the Hon. Richard Bethell had himself been an insolvent before his unlucky appointment, suggests that "as the best working soldier is said to be he who has risen from the ranks, and as a manufacturer is alleged to be unfit for a manager until he has served out his apprenticeship as a journeyman, and so learned his business *ab initio*, it may have been that Lord Westbury was of opinion that a white-washing through the medium

of the Court afforded the best qualification for future office within it." If so Mr. Welch has perhaps gone through a fictitious bankruptcy to try what it is like, just as the prison chaplain in a novel of Mr. Reade's took his half-hour at the treadmill. In all seriousness, however, we think that a bankrupt Registrar can hardly be tolerated by the merchants of Leeds; and that the *Post* does no more than its duty in urging the Chamber of Commerce to take action in the matter.—*Globe*.

**JUSTICE SMOTHERED.**—No great European city houses the ministers of law and justice so indifferently as London. A grand scheme seems now likely to be carried out for furnishing our metropolitan Themis with a suitable temple, but at present nothing can be more squalid than the confined, dirty, ill-ventilated apartments, in which the process of searching out truth in criminal cases, or settling conflicting claims between civil disputants, or obtaining fair balances in equity, is now conducted. Our highest courts, as the Queen's Bench, the Common Pleas, the Exchequer, and even what should be the august Chancery Court (maugre its mocking title, High Court of Chancery), as a rule, will scarcely accommodate fifty auditors. Even that small number must stand, no matter how long the proceedings, uncomfortably packed together. The barristers and the jury have seats, generally strangely inconvenient, and the judges are favoured with a few feet of platform, hanging over the officers of the court in a most undignified manner. Mr. Spurgeon preaches from a noble standpoint in his vast Tabernacle, but our Lord Chief Justices sum up at a queer little table platform, rather suggestive of a mountebank's out-door stage. These remarks apply equally to Westminster and Guildhall; in hot summer weather it has happened more than once that a judge, groaning under wig and gown, and seeking in vain for a draught of cool air, has ordered his usher to break a pane of glass to ensure ventilation. Strange that so reflective a generation as we Londoners should have tolerated such black-hole law courts so long. Let us hope that a "good time is coming." If anything can be worse than the accommodation for our superior courts, the problem is worked out in the homes of the police magistrates. Whoever has passed an hour in the Mansion-house justice-room will earnestly pray against a repetition of the annoyance; and as to the ordinary wretched dens where trivial cases are disposed of (though some of them have been recently built), one might really imagine that the chief object in view was to make them as uncomfortable and as unfit for their supposed purpose as possible.—*City Press*.

**THE COURT OF BANKRUPTCY.**—The Bankruptcy Court is a large and rather elegant building, in Basinghall-street. There are five court rooms on the first-floor, and they are reached by flights of stairs round a central quadrangle. The scenes here are far from exhilarating. The place is a sort of purgatorial ordeal, through which a number of victims (not always unfortunate only) have to pass, in order to be absolved or whitewashed from the incubus or defilement of debt. It is well that there is such a chance for the rash or inexperienced to begin the world anew; but it must not be denied that, by the operation of the bankruptcy laws, many a hopeless scoundrel, grown old in reckless and fraudulent trading (so called), is enabled again to prey upon the unwary. The Court, during business hours, is a sombre region, peopled with long and dissatisfied faces; yet the lawyers are cheerful enough, among a world of ruined firms; the estate must not pay a penny in the pound, but it is sure to pay them liberally. If anything would cool the heat of the opposing creditor, their coolness might work the miracle. Notice yonder bankrupt anxiously seeking his certificate. Life and death hang on the result. Mr. Creditor alleges that the balance-sheet is little better than a fraud, but his anger damages his cause; the Chief Commissioner checks him; the evidence does not support the charge, and, in the end, the bankrupt rejoices over his certificate. At times, however, the bankrupt, too bold for prudence, brazenly falsifies his accounts, and has to pay the penalty of his trickery. There must be several thousand flats issued in bankruptcy during each year, and too often they lead to a frightful disclosure of profligacy, in what is mildly termed over-trading. The vast commercial operations of our day, which frequently assume a wildly-speculative character, often find the supposed millionaire of yesterday penniless to-day. The late financial crisis brought down many lofty heads, and the result has been a universal distrust, and capitalists are suspected of hoarding their wealth, lest it should melt out of their hands in the Stock-Exchange crucible. As a rule, if a trader fails for a few thousand pounds, he is sure to be severely dealt with; his friends are cool, and his foes are angry; but should he have stopped payment for a few hundred thousand pounds his creditors regard his troubles with amiable politeness, and even hesitate whether he ought to be made a bankrupt at all.—*City Press*.

**THE MEDICAL ACT.**—In pursuance of the 29th section of the above Act, to regulate the qualifications of practitioners in medicine and surgery, which recites that, "If any registered medical practitioner shall be convicted in England or Ireland of any felony or misdemeanour, or in Scotland of any crime or offence, or shall after due inquiry be judged by the General Council to have been guilty of infamous conduct in any pro-

fessional respect, the General Council may, if they see fit, direct the registrar to erase the name of such medical practitioner from the register." Acting on this power the General Council of Medical Education and Registration of the United Kingdom has just published the following list of delinquents, with the causes which gave rise to the punishments now inflicted on these persons—viz., John Edward Protheroe, name erased in consequence of the entry of it having been fraudulently obtained; Richard Organ, for infamous conduct in a professional respect; John Burton, the entry of his name having been fraudulently or incorrectly made; John Broatch, in consequence of false declaration; John Kearney, for infamous conduct in a professional respect; Daniel de la Cherois Gourley, in consequence of his having been convicted of a misdemeanour; David Griffith Jones, in consequence of his having been convicted of a misdemeanour; Evans Thomas, in consequence of his having been convicted of perjury; Robert Wrixon, having been convicted of forgery; Samuel La Mert, for infamous conduct in a professional respect; Robert Jacob Jordan, his qualification of M.R.C.S., England, erased in consequence of his name having been removed from the list of members of that College, and his qualification as licentiate of the R.C.P., Edinburgh, for the same reason; John Carter Barrett, having been convicted of forgery; William John Cumming, having been convicted of felony; Robert Abercrombie, his qualification of M.R.C.S., England, erased in consequence of his having been removed from the list of members of that College; Thompson Whalley, having been convicted of a misdemeanour; and John Permewan, having been convicted of felony.

## ESTATE EXCHANGE REPORT.

### AT THE NEW AUCTION MART.

Nov. 7.—By Messrs. Norton, Tait, & Co.

Freehold property known as The Nutfield Estate, situate in the county of Surrey, by order of the Liquidators of Messrs. Overend, Gurney, & Co. Lot 1.—A mansion with entrance lodge, stabling, pleasure grounds, and gardens, cottages, farm, homestead, and buildings, also Little Cornmenger's Farm, the whole containing 162a. 3r. 9p.—Sold for £40,500. Lot 2.—2 residences known as Holmesdale House and Holmesdale Lodge, with buildings, pleasure grounds, stabling, and cottages, also Cornmenger's Farm, with buildings, cottages, and land, the whole containing 84a. 3r. 22p.—Sold for £18,200. Lot 3.—2 farms known as Gibbs' and Bray's, containing 108a. 3r. 11p. of arable and wood land—Sold for £12,600. Lot 4.—A farm known as New Barn, with cottage and buildings, and about 30 acres of arable pasture, and meadow lands—Sold for £3,250. Lot 5.—Part of Court Lodge Farm and Fuller's Earth Works, comprising farmhouse, 2 homesteads, buildings and cottages, and garden ground, the whole containing 148a. 0r. 35p.—Sold for £15,000. Lot 6.—A residence known as Court Lodge, with stabling, pleasure grounds, and meadow land, containing 9a. 1r. 30p.—Sold for £5500. Lot 7.—18a. 2r. 13p. of arable land, known as Church Field—Sold for £3500. Lot 8.—A residence let at £60 per annum—Sold for £1400. Lot 9.—4 cottages with gardens and outbuildings—Sold for £440. Lot 10.—4 cottages with gardens and outbuildings—Sold for £490. Lot 11.—2 cottages with gardens and outbuildings—Sold for £320. Lot 12.—13a. 1r. 20p. of arable and meadow land—Sold for £1200. Lot 13.—4 cottages known as Peyton's Cottages—Sold for £1050. Lot 14.—4 cottages known as Merchant's Cottages—Sold for £320. Lot 15.—6a. 2r. 16p. of meadow land—Sold for £1500. Lot 16.—2a. 0r. 12p. of wood land known as Pimlico Shaw—Sold for £760. Lot 17.—15a. 1r. 1p. of arable land—Sold for £3800. Lot 18.—4 cottages with gardens—Sold for £1000. Lot 19.—A Chilled Farm, comprising a farmhouse with garden, farm buildings, stable, 2 cottages, and 76a. 0r. 22p. of arable, pasture, and wood land—Sold for £4700. Lot 20.—22a. 0r. 31p. of arable land—Sold for £3350. Lot 21.—Ham Farm, a corn mill known as King's Mill, and land containing 361a. 2r. 32p.—Sold for £24,500. Lot 22.—A residence known as King's Mill House, with stabling, cottages, and 8a. 1r. 34p. pasture and meadow land—Sold for £1800. Lot 23.—11a. 3r. 22p. of meadow land, and 2 cottages—Sold for £1200. Lot 24.—5a. 0r. 8p. of meadow land—Sold for £570.

By Messrs. DEENHAM, TEWSON, & FARMER.

Leasehold business premises, No. 15, Basinghall-street; term 54 years unexpired, at £75 per annum—Sold for £4450. Freehold house and shop, No. 75, Shoe-lane, Fleet-street, let at £65 per annum—Sold for £1660. Freehold house, No. 35, Stanhope-street, Clare Market, let at £32 per annum—Sold for £620. Leasehold, 3 houses Nos. 22, 23 and 35, New-street-square, Fetter-lane, producing £94 per annum; term 1,000 years from 1712, at a ground-rent of one penny—Sold for £1450. Copyhold, 4 residences situate at the corner of Downshire-hill, Hampstead, and stabling at the back; let on leases at ground-rents amounting to £51 per annum, with reversion—Sold for £900. Leasehold residence, No. 4, Guilford-place, Guilford-street, near Russell-square; let at £80 per annum; term 25 years unexpired, at £16 16s. per annum—Sold for £520. Leasehold, the King and Queen public-house, situate at the junction of Foley and Cleveland-streets, Fitzroy-square, 3 houses and shops, Nos. 4 to 6, Cleveland-street, and a house No. 2, Foley-street; term 42 years unexpired, at £10 per annum, and underleased for 21 years unexpired, at £29 18s. per annum—Sold for £950. Leasehold ground-rent of £31 10s. per annum (for about 42 years), arising out of 3 houses with shops, Nos. 1 to 3, Trevor terrace, Knightsbridge—Sold for £520. Leasehold profit rental of £94 4s. per annum (for nearly 7 years), arising from a Tan Yard in Blue Anchor-road, Bermondsey—Sold for £450.



By Messrs. EDWIN FOX &amp; BOUSFIELD.

Freehold house, with shop, outbuildings, and 1½ acres of land, situate at Chingford, Essex.—Sold for £3650.  
 Freehold, 2 houses with shops, Nos. 3 and 4, Limehouse-causeway, producing £44 per annum.—Sold for £700.  
 Freehold plot of building land in Elm-grove, Rye-lane, Peckham.—Sold for £510.

A St. Pancras paving bond of £100.—Sold for £80.  
 Freehold cottage orney, with garden grounds of about 2 acres, stabling, coach-house, and buildings, situate at Claygate, Surrey.—Sold for £1790.

By Messrs. CANDY &amp; LUCKIN.

Leasehold, 4 houses Nos. 34 to 37, Drummond-road, Blue Anchor-road, Brompton, producing £116 per annum; term 79 years from 1863 at £16 per annum.—Sold for £560.

By Messrs. KING &amp; SON.

Copyhold villa, with grounds, yard, and garden, nearly an acre, situate between Isleworth and Brentford, Middlesex.—Sold for £1800.

Nov. 8.—By Messrs. C. C. &amp; T. MOORE.

20 £25, 30 £10, and 43 £10 shares in the Commercial, Great Central, and Surrey Gas Light and Coke Companies.—Sold for £2038 17s.  
 30 £15 shares in the Commercial Gas Light and Coke Company.—Sold for £566.

Freehold paper mill, with plant, &c., also a house and 8 acres of land, situate at Long Melford, Suffolk.—Sold for £1040.  
 Freehold, 3 plots of ground, situate in Auckland and Vivian-roads, Old Ford.—Sold for £200.

Leasehold, 19 houses, Nos. 11 to 29, St. Dunstan's-road, Mile End Old Town, producing £470 per annum; term 97 years unexpired, at £59 17s. per annum.—Sold for £780.

Nov. 13.—By Mr. P. D. TUCKETT.

Freehold, the Church Farm, situate at Weybread, Suffolk, containing 19a. 0r. 31p.—Sold for £210.

The Yew-tree Farm, situate as above, and containing 73a. 0r. 25p.—Sold for £2300.

Freehold, 5a. 0r. 27p. of meadow land, situate as above.—Sold for £420.

Freehold, 9a. 3r. 27p. of grass land, situate near Hurlstone, Norfolk.—Sold for £600.

Freehold, 5a. 2r. 26p. of pasture land, situate as above.—Sold for £400.

Freehold, 4a. 1r. 15p. of grass land, situate as above.—Sold for £300.

Freehold, 2a. 0r. 32p. of pasture land, situate as above.—Sold for £150.

Freehold, Wissett Hall Farm, situate at Wissett, Suffolk, and containing 9a. 3r. 30p.—Sold for £3100.

Freehold, 10a. 2r. 23p. of arable land, situate as above.—Sold for £400.

Freehold farm-house, buildings, and 43a. 2r. 35p. of land, situate at Westhall, Suffolk.—Sold for £1300.

Nov. 14.—By Messrs. BROWN &amp; ROBERTS.

Freehold residential estate of Trenwain, comprising a mansion, several farms, accommodation, market garden, arable, and pasture land, containing about 900 acres, situate at Madron, Cornwall.—Sold for £35,000.

By Messrs. DEBENHAM, TEWSON, &amp; FARMER.

Leasehold, 4 houses, Nos. 14, 16, 18, and 20, Rotherfield-street, Islington, producing £141 per annum, term 21 years from 1846, at £51 per annum.—Sold for £720.

By Messrs. NORTON, TRIST, &amp; CO.

Freehold, the Castle Farm, containing 166a. 3r. 28p., situate in the parish of Blethchingly, Surrey.—Sold for £20,000.

Freehold, 5a. 1r. 25p. of arable land, situate as above.—Sold for £900.

Freehold, 2 cottages, let at £11 per annum, situate as above.—Sold for £170.

Freehold, 2 cottages, let at £25 per annum, situate as above.—Sold for £430.

By Mr. ABBOTT.

The advowson and next presentation to the Rectory of Bolnhurst, Bedford.—Sold for £2700.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BERTRAM.—On Nov. 8, at Adelaide-road, the wife of J. A. Bertram, Esq., of the Middle Temple, of a son.

BOWLEY.—On Nov. 7, at Ryde, Isle of Wight, the wife of E. S. Bowley, Esq., Barrister-at-Law, of a son.

BROTHERS.—On Nov. 7, at Bayswater, the wife of F. Brothers, Esq., Barrister-at-Law, of a daughter.

INCE.—On Nov. 12, at Roath, Cardiff, the wife of F. Ince, Esq., Solicitor, of a son.

LAKE.—On Nov. 14, at West Holloway, the wife of J. P. Lake, Esq., Barrister-at-Law, of a daughter.

SHEPPARD.—On Nov. 8, at Sussex, the wife of C. Sheppard, Esq., Solicitor, of a daughter.

## MARRIAGES.

FELTON.—SMITH.—On Nov. 3, at Woodford Church, Woodford, Essex. J. J. Felton, Esq., Old Rectory, St. Luke's, to Eleanor, daughter of J. Smith, Esq., Solicitor, Arbour-cottages, Stepney.

MIDWINTER.—SOPER.—On Nov. 12, at St. Dunstan's Parish Church, Stepney, C. Midwinter, Esq., Albert-square, Commercial-road, to Susan, daughter of the late J. Soper, Esq., Solicitor, Blandford, Dorset.

TOMKINSON.—KING.—On Nov. 13, at St. Pancras Church, Easton-road, R. Tomkinson, Esq., Cheadle, Staffordshire, to Catherine M., daughter of S. King, Esq., Camden-square, Solicitor, and widow of Thomas Brown, Esq.

TURNER.—BROWN.—On Oct. 27, at St. Peter's, St. Albans, M. C. Turner, Esq., Inner Temple, Barrister-at-Law, to Fanny, daughter of W. H. Browne, St. Albans.

## DEATHS.

COOPER.—On Nov. 6, at Dublin, Anna, wife of W. J. Cooper, Solicitor.

DUNK.—On Nov. 6, at St. Servan, France, A. Dunn, Esq., Solicitor, formerly of Dublin, aged 64.

GLENN.—On Nov. 11, at Canterbury, Maria D., daughter of the late W. Glenn, Esq., Barrister-at-Law, aged 61.

ROYLE.—On Nov. 9, at Coventry, J. Royle, Esq., Solicitor, aged 60.

## UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:

By, MAJOR JOHN, Frant, Sussex, deceased: ESTHER BY, his wife, deceased; E. M. BY, deceased, late wife of Hon. Percy Ashburnham; and HARRIET M. BY, a minor, deceased. £200 New 3 per Cent. Annuities.—Claimed by Hon. F. Ashburnham, administrator of the said E. M. BY, the survivor.

DEACON, JOAN A., wife of Sir C. Deacon, Anstey, Hants, Bart. £1,400 Consolidated 3 per Cent. Annuities.—Claimed by William H. C. Plowden, one of the executors of the said J. A. Deacon.

HAWKINS, WILLIAM, Esq., Solicitor, and THOMAS WIDDOWS, Esq., both of Hitchin, Herts. £156 19s. Consolidated 3 per Cent. Annuities.—Claimed by the said W. Hawkins and T. Widdows.

HARCOURT, FRANCIS V., Buxted-park, Sussex, Esq., and JOHN COTES, Woodcote, Salop, Esq. £1,904 16s. 1d. New 3 per Cent. Annuities.—Claimed by the said F. V. Harcourt and J. Cotes.

NIGHTINGALE, JOSEPH, War Department, Pall Mall, Esq. £25 Reduced 3 per Cent. Annuities.—Claimed by the said J. Nightingale.

OKES, GEORGE, Berkeley-square, Servant to Lord Jersey. £30 Reduced 43 per Cent. Annuities.—Claimed by said G. Okes.

TOMLIN, W., Drummond-street, Euston-square, Cowkeeper, deceased. £150 New 23 per Cent. Annuities.—Claimed by Ann Tomlin, the widow, administratrix.

## LONDON GAZETTE.

## Winding-up of Joint Stock Companies.

## LIMITED IN CHANCERY.

FRIDAY, NOV. 9, 1866.

Coffee, Cocoa, Cotton, and General Produce Freehold Estates Company (Limited).—Petition for winding-up, presented Nov 8, directed to be heard before the Master of the Rolls on Nov 17. Fulbrook, Threadneedle-st, solicitor for the petitioner.

London and County Coal Company (Limited).—Petition for winding-up, presented Nov 7, directed to be heard before Vice-Chancellor Wood on Nov 17. Bower & Cotton, Chancery-lane, solicitors for the petitioner.

South African Land and Finance Company (Limited).—Petition for winding-up, presented Nov 8, directed to be heard before the Master of the Rolls on Nov 17. Shearman, Little Tower-st, solicitor for the petitioners.

Lisbon Oil Mills Company (Limited).—Petition for winding-up, presented Nov 8, directed to be heard before Vice-Chancellor Wood on Nov 17. Upton & Co, Austin-friars, solicitors for the petitioners.

General Trading Company (Limited).—Petition for winding-up, presented Nov 8, directed to be heard before the Master of the Rolls on Nov 17. Parson & Lee, Abchurch-house, Sherborne-lane, solicitors for the petitioners.

Argood Colliery Company (Limited).—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to James Rogers, The Friars, Chester. Friday, Dec 21 at 11, is appointed for hearing and adjudicating upon the debts and claims.

## LIMITED IN CHANCERY.

TUESDAY, NOV. 13, 1866.

Saloon Steam Packet Company (Limited).—Order to wind-up, made by Vice-Chancellor Wood, on Nov 3. Wickens, Tokenhouse-yard, solicitor for the petitioners.

Bridport Old Brewery Company (Limited).—The Master of the Rolls has, by an order dated Nov 3, ordered that the voluntary winding-up of this company be continued. Harrison & Co, Old Jewry, solicitors for the petitioners.

Accidental and Marine Insurance Corporation (Limited).—Vice-Chancellor Stuart has, by an order dated Nov 3, ordered that the voluntary winding-up of this company be continued. Harrison & Co, Old Jewry, solicitors for the petitioners.

Richmond-hill Hotel Company (Limited).—Vice-Chancellor Wood has fixed Thursday, Nov 22 at 12, at his chambers, for the appointment of an official liquidator.

Inns of Court Hotel Company (Limited).—Petition for winding-up, presented Nov 10, directed to be heard before Vice-Chancellor Wood on Nov 24. Gregory & Co, Bedford-row, solicitors for the petitioner.

Peruvian Railways Company (Limited).—Petition for winding-up, presented Nov 10, directed to be heard before Vice-Chancellor Kindersley on Nov 23. Freshfields & Newman, Bank-buildings, solicitors for the petitioners.

Marlborough City Company (Limited).—Order to wind-up, made by the Master of the Rolls on Nov 3. Few & Co, Henrietta-street, Covent garden, solicitors for the petitioner.

Bank of Hindustan, China, and Japan (Limited).—Petition for winding-up, presented Nov 13, directed to be heard before Vice-Chancellor Stuart, on Nov 23. Flux & Argles, East India-avenue, solicitors for the petitioner.

Charles Laflitte & Company (Limited).—Order to wind-up, made by the Master of the Rolls on Nov 3. Cotterill & Sons, Throgmorton-st, solicitors for the petitioner.

General Trading Company (Limited).—Petition for winding-up, presented Nov 13, directed to be heard before Vice-Chancellor Stuart on Nov 23. Fulbrook, Threadneedle-street, solicitor for the petitioner.

London and Sheffield Nickel Silver Company (Limited).—Petition for winding-up, presented Nov 13, directed to be heard before the Master of the Rolls on Nov 24. Wright & Bonner, London-st, Finchchurch-st, solicitors for the company.

## UNLIMITED IN CHANCERY.

Asiatic Banking Corporation.—Order to wind-up, made by Vice-Chancellor Stuart on Nov 3. Freshfields & Newman, Bank-buildings, solicitors for the petitioners.

**Creditors under Estates in Chancery.**

*Last Day of Proof.*  
**FRIDAY, Nov. 9, 1866.**

Allum, Thomas, New Bond-st, Clerk. Jan 11. Howard & Cosier, V. C. Wood.  
 Callis, John, Mears Ashby, Northampton, Gent. Dec 14. Inkersole & Callis, V. C. Stuart.  
 Carter, Hy, Edgbaston, Birm, Merchant. Dec 5. Carter & Carter, V. C. Stuart.  
 Chapman, Daniel, Little Matlock, Bradford, York, Shear Steel Maker. Dec 5. Chapman & Chapman, M. R.  
 Edmunds, Esau, Llangharne, Carmarthen, Shopkeeper. Dec 3. Davies & Edmunds, M. R.  
 Ellison, John, Bradford, Innkeeper. Nov 6. Cater & Ellison, M. R.  
 Gann, Joseph, Wood's-rd, Peckham, Merchant's Clerk. Dec 14. Gann & Gann, V. C. Stuart.  
 Nind, Philip, Leicester-sq, Hotel Keeper. Dec 8. Nind & Vicary, M. R.  
 Smithies, Mary, Elm-pl, Brompton. Dec 3. Baker & Thompson, M. R.  
 Wells, John, Hastings, Sussex, Gent. Nov 26. Thorpe & Wells, M. R.  
**TUESDAY, Nov. 9, 1866.**  
 Bird, John, Woodchurch, Kent. Dec 3. Ellis & Vines, V. C. Stuart.  
 Burton, Joseph, Clement's-inn, Strand, Gent. Dec 12. Lauder & Burton, V. C. Kindersley.  
 Cornish, Ann, Ravenshaves, Devon, Widow. Dec 6. Roberts & Radmore, M. R.  
 Edwardes, David John, Llanstephan, Carmarthen, Esq. Dec 20. Stacey & Edwardes, V. C. Kindersley.  
 Furner, Chas, Brampton, Derby, Publican. Dec 8. Barber & Furner, M. R.  
 Johnson, Daniel, Turton, Northampton-park, Highbury. Dec 15. Harris & Johnson, V. C. Stuart.  
 Loneragan, Fras, Leadenhall-st, Wine Merchant. Jan 10. Mounsey & Youle, V. C. Wood.  
 Mabbatt, Wm, jun, Coventry, Warwick, Perfumer. Dec 7. The Coventry and Warwickshire Mutual Money Society (Limited) & Tomson, M. R.  
 Percival, Jas, Norfolk, and Chas Percival, Paris. Dec 4. Percival & Forcher, V. C. Kindersley.  
 Spaeth, Chas Benj, Camden-rd, Camden New-town, Merchant. Dec 6. Thannisch & Spaeth, M. R.  
 Taylor, Wm Geo, Wale, Tywardreath, Cornwall, Doctor. Dec 21. Taylor & Taylor, V. C. Stuart.  
 Williams, John, Ship-yard, Strand, Printer. Nov 24. Tapster & Worsley, M. R.

**Creditors under 22 & 23 Vict. cap. 35.**

*Last Day of Claim.*  
**FRIDAY, Nov. 9, 1866.**

Berry, Esther, Stalybridge, Lancaster, Widow. Dec 25. Buckley, Stalybridge.  
 Coates, Danl, Melton, Suffolk, Gent. Jan 1. Welton, Woodbridge.  
 Coope, Lot, Prestwich-cum-Oldham, Lancaster, Builder. Dec 31. Grundy & Co, Manch.  
 Gledstanes, John Hampden, Austinfriars, Esq. Dec 31. Gledstanes, Cheshunt.  
 Horton, Thos, Lewes, Sussex, Gent. Dec 24. Richards, Warwick-st, Regent-st.  
 Humphreys, David, Stalybridge, Lancaster, Tailor. Dec 25. Buckley, Stalybridge.  
 Morentin, Manuel Martinez de, St George's-ter, Liverpool-rd, Teacher of Languages. Dec 10. Parker & Co, St Paul's Churchyard.  
 Newlove, Thos, Kingston-upon-Hull, Gent. May 1. Todd & Son, Hull.  
 Pearson, Mary Anne, Hastings, Sussex, Spinster. Dec 10. Somerville, Lincoln's-inn-fields.  
 Richards, Eli, New Park-st, Southwark, Smith. Dec 20. Sturmy & Diggle, Hibernia-chambers, London-bridge.  
 Skinner, Alfred, Clarence-rd, Lower Clapton, Builder. Dec 10. Rae, Mincing-lane.  
 Sydney, Sir Wm Robt, Bray, Berks, K.B. Jan 11. Brown, Maiden-head.  
 White, Jas, Poulton-sq, Chelsea, Agent. Nov 30. Gammon, Cloak-lane.  
**TUESDAY, Nov. 13, 1866.**  
 Bassett, John Swinford, Upper Clapton, Esq. Dec 13. Sole & Co, Aldermanbury.  
 Carver, Wm, Bagley, York, Farmer. Dec 15. Swarbeck & Son, Thirsk.  
 Cater, Chas Mickley, Westow, Hertford, Farmer. Jan 1. Spooner.  
 Dawson, Jas, Leeds, Innkeeper. Jan 2. Smith & Hopps, Leeds.  
 Dew, Caroline, Gloucester, Spinster. Nov 23. Burrup, Gloucester.  
 Eglinton, Richd, Horseham St, Faith's, Norfolk, Farmer. Dec 28. Tillett, Norwich.  
 Marshall, Wm, Sheffield-park, Sheffield, Merchant. Jan 1. Rodgers & Thomas, Sheffield.  
 Matchett, Geo Hulme, Flaisiss, Llanganhafal, Denbigh, Esq. Dec 31. Parry, Mold, Flint.  
 Needham, Ann, Woodhouse, Leeds, Widow. Jan 10. Middleton & Son, Leeds.  
 Newlove, Thos, Kingston-upon-Hull, Gent. May 1. Todd & Son, Hull.  
 Penke, Thos, East Stonehouse, Devon, Merchant. Jan 1. Elworthy & Co, Plymouth.  
 Pedder, Jane, Brighton, Sussex, Spinster. Jan 1. Attree & Co, Brighton.  
 Wilson, Hy Leopold, Paris, France, Commission Agent. Dec 31. Peek & Downing, Basinghall-st.

**Deeds registered pursuant to Bankruptcy Act, 1861.**

**FRIDAY, Nov. 9, 1866.**

Abbott, Thos, Wakefield, out of business. Nov 2. Comp. Reg Nov 7.  
 Abraham, Alfred, Edgware-rd, Jeweller. Oct 25. Comp. Reg Nov 9.  
 Adelsstein, Arthur, Manningham, Bradford, York, Schoolmaster. Oct 10. Asst. Reg Nov 6.  
 Andrews, Edwd, Drover's-yard, High-st, Peckham, Smith. Oct 25. Comp. Reg Nov 9.  
 Arnsden, Joseph Thos, Stein House, Seven Sisters-rd, Holloway. Nov 6. Comp. Reg Nov 9.

Barenger, Jas, Hampstead-rd, Lead Merchant. Oct 17. Comp. Reg Nov 7.  
 Batten, Joseph, Cardiff, Glamorganshire. Boot Dealer. Oct 12. Comp. Reg Nov 8.  
 Bean, John, York, Bootmaker. Oct 23. Asst. Reg Nov 9.  
 Besly, Hy, Mark-lane, Wine Merchant. Oct 15. Comp. Reg Nov 8.  
 Birkhead, John, Eiland, Halifax, York, Woollen Manufacturer. Oct 15. Comp. Reg Nov 7.  
 Burgess, Geo, Norwich, Grocer. Oct 24. Asst. Reg Nov 7.  
 Butcher, Wm, Oakley-pl, Bridge-rd, Bethnal-green, Grocer. Oct 12. Comp. Reg Nov 8.  
 Campbell, Geo, Leadenhall-st, Merchant. Oct 12. Comp. Reg Nov 7.  
 Caldwell, Wm, Coxhoe, Durham, Grocer's Assistant. Oct 17. Asst. Reg Nov 7.  
 Cook, Elizabeth, Gunnialke, Calstock, Cornwall, Widow. Oct 12. Comp. Reg Nov 8.  
 Crosland, Enoch, Nottingham, Furniture Broker. Nov 3. Asst. Reg Nov 7.  
 Davies, Thos, Cardiff, Glamorgan, Grocer. Oct 10. Comp. Reg Nov 7.  
 Done, Thos, West Gorton, nr Manch, Wadding Manufacturer. Nov 3. Comp. Reg Nov 6.  
 Emmott, Saml, & Wm Emmott, Manch, Comm Agents. Nov 7. Comp. Reg Nov 8.  
 Eyles, Chas, High-st, Marylebone, Bedding Manufacturer. Oct 25. Comp. Reg Nov 5.  
 Finch, Benj, Linton, Bedford, Grocer. Nov 5. Comp. Reg Nov 9.  
 Goldstone, Saml, Birm, Clothier. Oct 30. Comp. Reg Nov 7.  
 Gray, Thos, Birm, Draper. Oct 12. Asst. Reg Nov 8.  
 Grady, Wm, Derby, Grocer. Oct 9. Asst. Reg Nov 6.  
 Haley, Wm, Bailey Carr, York, Woollen Manufacturer. Oct 27. Asst. Reg Nov 7.  
 Halstead, Richd, jun, Heywood, Bury, Lancashire, Joiner. Oct 25. Asst. Reg Nov 7.  
 Hankey, Hy, Alers, New Broad-st, Financial Agent. Oct 29. In-spectors-ship. Reg Nov 7.  
 Horn, Saml, Lpool, Brewer. Nov 5. Comp. Reg Nov 9.  
 Hunt, Wm, Marylebone-rd, Coach Builder. Oct 16. Comp. Reg Nov 9.  
 Ickeringill, Wm, Leighton-rd, Kentish-town, Comm Agent. Nov 3. Comp. Reg Nov 7.  
 Jepson, Wm, Rancorn, Cheshire, Grocer. Oct 16. Asst. Reg Nov 8.  
 Jones, David, Wolverhampton, Stafford, Tailor. Oct 24. Asst. Reg Nov 7.  
 Jugla, Alfred, Regent-st, Glove Dealer. Oct 10. Asst. Reg Nov 6.  
 Knight, Hy, Woolwich, Kent, Cheesemonger. Nov 5. Comp. Reg Nov 9.  
 Leman, Joseph, Lupus-st, Pimlico, Tailor. Oct 22. Asst. Reg Nov 7.  
 Little, Geo, Blackburn, Lancaster, Comm Agent. Oct 10. Asst. Reg Nov 7.  
 Littlewood, Mary, & Saml Hesp, Holmfirth, York, Grocers. Oct 15. Asst. Reg Nov 9.  
 Marsh, John, Shrewsbury, Salop, Grocer. Oct 13. Asst. Reg Nov 9.  
 Myers, Wm Hy, Whitechapel-rd, Printer. Oct 27. Comp. Reg Nov 9.  
 Nason, Thos, New Windsor, Berks, Fishmonger. Nov 5. Comp. Reg Nov 7.  
 Nevins, Thos, Dorset-mews East, Baker. Oct 9. Comp. Reg Nov 6.  
 Phillips, John, St David's, Parish Clerk. Oct 13. Asst. Reg Nov 8.  
 Roberts, Edwd, Mountain Ash, Glamorgan, Furniture Dealer. Oct 13. Comp. Reg Nov 8.  
 Scott, Andrew, Broad-st, Ratcliff, Ironmonger. Nov 6. Comp. Reg Nov 8.  
 Sherrard, Geo, Nottingham, Lace Manufacturer. Nov 7. Asst. Reg Nov 9.  
 Stone, John, Cheltenham, Grocer. Nov 1. Comp. Reg Nov 8.  
 Swinney, John, Neath, Glamorgan, Draper. Oct 24. Asst. Reg Nov 6.  
 Talbot, Geo, Wednesbury, Stafford, Grocer. Oct 30. Comp. Reg Nov 6.  
 Tas, Abraham, Shepherd-st, Spitalfields, Cap Manufacturer. Oct 23. Comp. Reg Nov 6.  
 Thomas, Wm Griffith, Llanerchymedd, Angles, Chemist. Oct 27. Comp. Reg Nov 8.  
 Tucker, Fredk Walter, Norwich, Draper's Assistant. Nov 2. Asst. Reg Nov 7.  
 Walden, Chas Hy, Bethnal-green-rd, Brushmaker. Oct 26. Comp. Reg Nov 8.  
 White, Chas Howard, Rotherfield, Sussex, Brickmaker. Oct 12. Asst. Reg Nov 7.  
 Williamson, John, Whitehaven, Cumberland, Grocer. Oct 18. Asst. Reg Nov 7.  
 Wilkins, Jas, Wellington, Salop, Grocer. Oct 10. Asst. Reg Nov 6.  
 Woodman, Geo Alfred, Leadenhall-st, Commercial Traveller. Oct 16. Comp. Reg Nov 7.

**TUESDAY, Nov. 13, 1866.**

Allen, Wm, Mare-st, Hackney, out of business. Oct 30. Comp. Reg Nov 12.  
 Allfree, Rev George Fredk, Tonbridge Wells, Kent, Schoolmaster. Nov 3. Asst. Reg Nov 12.  
 Almond, Robt Robson, Durham, Plumber. Nov 7. Comp. Reg Nov 12.  
 Armstrong, Joseph, Birm, Hatter. Oct 30. Asst. Reg Nov 12.  
 Ashworth, Jas, and Wm Lees, Hollinwood, Lancaster, Ironfounders. Oct 16. Comp. Reg Nov 12.  
 Baxter, Wm Robt, Birm, Hide and Leather Factor. Oct 18. Asst. Reg Nov 13.  
 Bevan, Matthew, Gravesend, Kent, Ironmonger. Nov 3. Inspector-ship. Reg Nov 12.  
 Biddle, Jas, Hereford, Innkeeper. Nov 3. Comp. Reg Nov 12.  
 Bricksell, Jas, Bodmin, Cornwall, Turner. Nov 5. Asst. Reg Nov 12.  
 Clark, Edmd Onias, Bristol, Retailer of Beer. Nov 5. Comp. Reg Nov 9.  
 Clayton, Jas, Mirfield, York, Spinner. Oct 20. Comp. Reg Nov 12.  
 Corner, Thos Pressack, Salford, Lancaster, Drysalter. Nov 5. Asst. Reg Nov 12.  
 Cousins, Peter, Bridlington-quay, York, Coal Merchant. Oct 31. Conv. Reg Nov 13.

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Dean, Wm, Smethwick, Stafford, Labourer. Nov 7. Comp. Reg Nov 12.  
Diedry, Frede, Cheltenham, Gloucester, Surgeon. Nov 1. Comp. Reg Nov 10.  
Edgley, Thos Cobbing, Kingston-upon-Hull, Schoolmaster. Nov 1. Asst. Reg Nov 12.  
Evans, John, Warwick, Bootmaker. Oct 19. Comp. Reg Nov 12.  
Exley, Joshua, Batley, York, Furniture Broker. Oct 17. Asst. Reg Nov 9.  
French, Saml, Dewsbury, York, Grocer. Nov 7. Comp. Reg Nov 12.  
Furness, Wm, Colcar, York, Manufacturer. Oct 22. Asst. Reg Nov 13.  
Gilling, Percy, & Marston Joseph Gilling, Upper Charles-st, Goswell-rd, Engine Turners. Nov 10. Comp. Reg Nov 12.  
Glover, Jas, Healey-st, Kenish-town, Accountant. Nov 10. Comp. Reg Nov 12.  
Haigh, Saml Speight, Leeds. Oct 15. Asst. Reg Nov 10.  
Hart, Aaron, & John Hart, Houndsditch, Boot Manufacturers. Nov 6. Comp. Reg Nov 12.  
Haskell, Benj, Flood-st, Chelsea, Cab Proprietor. Nov 10. Comp. Reg Nov 12.  
Harston, John, Nottingham, Bonnet Front Manufacturer. Oct 16. Comp. Reg Nov 12.  
Henderson, Sarah, Thos Henderson, Shipowners, & John Thos Henderson, Master Mariner, South Shields, Durham. Oct 17. Asst. Reg Nov 12.  
Hepworth, Jas, Wakefield, York, Boiler Maker. Oct 17. Asst. Reg Nov 12.  
Humphreys, Hy, Manch, Shirt Maker. Nov 10. Comp. Reg Nov 12.  
Jefferson, Edwd John Cummins, Westoe, nr South Shields, Durham, Comm Agent. Oct 17. Comp. Reg Nov 19.  
Jerram, John, Aldbourn, Wilts, Cabinet Maker. Oct 16. Asst. Reg Nov 10.  
Jones, Thos, Oldbury, Worcester, Confectioner. Oct 22. Comp. Reg Nov 12.  
Joseph, Hy, Bartlett's-buildings, Holborn, Trimming Manufacturer. Nov 9. Comp. Reg Nov 13.  
Kerridge, Danl, Northampton, Shoe Manufacturer. Nov 7. Comp. Reg Nov 12.  
Lawrence, Jas, & Edwd Brown Taylor, Cheapside, Comm Agents. Oct 13. Comp. Reg Nov 10.  
Lewis, Edwd, Bath, Gasfitter. Oct 30. Comp. Reg Nov 13.  
Longrigg, John, & Thos Longrigg, Lpool, Shipowners. Oct 31. Comp. Reg Nov 12.  
Macpherson, Jas Albert, Birm, Factor. Oct 13. Asst. Reg Nov 10.  
Machie, Angus, Birm, Draper. Oct 15. Asst. Reg Nov 12.  
Magor, Martin, Highbridge, Somerset, Chemist. Nov 2. Asst. Reg Nov 12.  
McRae, Christopher, Birm, Draper. Oct 16. Asst. Reg Nov 12.  
Mellor, Wm Russell, Lpool, Comm Agent. Nov 1. Comp. Reg Nov 12.  
Mason, Honoria Hollinworth, & Elizabeth Noble Mason, Newcastle-upon-Tyne, Lodging-house Keepers. Nov 1. Comp. Reg Nov 12.  
Mounsey, Thos, Crayford, Kent. Nov 1. Comp. Reg Nov 13.  
Moorey, Geo Edwd, Bristol, Ironmonger. Oct 29. Reg Nov 13.  
Mynn, Walter Parker, Three Crown-sq, Southwark, Hop Marchant. Aug 22. Comp. Reg Nov 12.  
Nichol, Hillyard, Bedford, Corn Factor. Oct 20. Asst. Reg Nov 13.  
Pinder, Joseph, Nottingham, Box Manufacturer. Oct 13. Comp. Reg Nov 10.  
Pitman, Wm, Woodstock-st, Carpenter. Nov 2. Comp. Reg Nov 13.  
Purchase, John Jas, King's-rd, Chelsea, Upholsterer. Nov 8. Comp. Reg Nov 12.  
Richards, Wm, Pembroke-rd, Kilburn-park, Builder. Nov 2. Inspector-ship. Reg Nov 10.  
Ritchie, Jas Erwing, Ballard's-lane, Finchley, Author. Oct 24. Comp. Reg Nov 12.  
Roberts, John Hall, Lambeth-walk, Chemist. Nov 3. Comp. Reg Nov 9.  
Rogers, Joseph, Milton Abbas, Dorset, Shoemaker. Oct 20. Asst. Reg Nov 13.  
Savage, Saml, Sunderland, Durham, Bootmaker. Oct 29. Asst. Reg Nov 13.  
Schultenbach, Anton Von, Upper Hamilton-ter, St John's-wood, Government Secretary of Russia. Nov 8. Comp. Reg Nov 12.  
Scott, Wm Nicholas Mercer, Stratford, Essex, Clerk. Nov 5. Comp. Reg Nov 9.  
Short, Grace, Cardiff, Glamorgan, Widow. Nov 1. Comp. Reg Nov 12.  
Stadler, Edwd, Lawrence-lane, Merchant. Oct 17. Comp. Reg Nov 12.  
Staddon, Benj, Kingswinford, Stafford, Shoemaker. Nov 9. Comp. Reg Nov 12.  
Stainton, Matthew, South Shields, Durham, Ironfounder. Oct 27. Comp. Reg Nov 12.  
Stead, Saml Morley, York, Printer. Nov 5. Comp. Reg Nov 10.  
Stevenson, Robt, Northampton, Wine Merchant. Nov 7. Comp. Reg Nov 10.  
Wallace, Joseph, Newcastle-upon-Tyne, Milliner. Oct 15. Asst. Reg Nov 12.  
Whittaker, Robt, Manch, Wine and Spirit Merchant. Oct 11. Comp. Reg Nov 8.  
Williamson, Thos, Manch, Chandier. Oct 12. Asst. Reg Nov 9.  
Winchester, Chas, Wm Hy Graveley, & Wm Fredk Sager, Upper East Smithfield, Ship Ironmongers. Oct 16. Inspectorship. Reg Nov 9.  
Wright, Jas, Nottingham, Lace Manufacturer. Oct 17. Asst. Reg Nov 12.

### Bankrupts.

FRIDAY, Nov 9, 1866.  
To Surrender in London.

Atherley, John Matthew, Hadley-st North, Kentish-town, no business. Pet Nov 7. Nov 28 at 12. Lewis & Lewis, Ely-pl, Holborn.  
Baker, Thomas, Kingsbury, Farmer. Pet Nov 7. Nov 28 at 12. Field, Farnival's-lane, Holborn.  
Bowditch, Alfred, Duke-st, Southwark, out of business. Pet Nov 6. Nov 28 at 12. Murr, East Temple-chambers.  
Broe, John, Gt Portland-st, Bootmaker. Pet Nov 7. Nov 28 at 12. Rodwell, Connaught-ter, Edgeware-rd.  
Browning, Joseph, King-st, Long Ac, Licensed Victualler. Pet Nov 1. Nov 20 at 11. Chorley, Moorgate-st.  
Buck, Robt, Upper Norwood, Lodging-house keeper. Pet Nov 5. Nov 30 at 2. Moss, Gracechurch-st.

Collins, Wm, Maidstone, Comm Agent. Pet Nov 5. Nov 20 at 2. Daniels & Co, Fore-st.  
Coram, Hy Fredk, Nailour-st, Caledonian-rd, Attorney's Clerk. Pet Nov 6. Nov 28 at 21. Dobie, Basinghall-st.  
Davies, Wm, Warren, & Bishop's Waltham, Hants, Farm Bailiff. Pet Nov 7. Nov 28 at 1. Pritchard, Adam's-st, Old Broad-st.  
Idler, Louis, Oval-rd, Gloucester-gate, Regent's-park, Cameo Engraver. Pet Nov 6. Nov 28 at 11. Fereday, Bedford-row.  
Lane, Geo Hatton, Colebrook-row, Islington, Clerk. Pet Nov 5. Nov 28 at 1. Norton, Albert-rd, Peckham.  
Millet, Geo, Gt Suffolk-st, Southwark, Greengrocer. Pet Nov 5. Nov 28 at 11. Edwards, Bush-lane.  
Norton, Joseph, Wallis-cottages, Warwick-rd, Kensington, House Painter. Pet Nov 6. Nov 28 at 12. Harrison, Basinghall-st.  
Purbrook, Hy Jas, Brook Green-lane, Hammer-smith, Commercial Traveller. Pet Nov 3. Nov 21 at 2. Lumley & Lumley, Moorgate-st.  
Shaw, Joseph Weston, Gt Dover-st, Southwark, Dealer in Unredeemed Pledges. Pet Nov 6. Nov 20 at 2. Binns, Trinity-sq, Southwark.  
Thomas, Sidney Stamper, Honduras Wharf, Bankside, Southwark, Coal Merchant. Pet Nov 3. Nov 20 at 1. Room, Coleman-st.  
Thomas, Fredk, Lancaster-gate, Hyde-park, Butler. Pet Nov 5. Nov 28 at 11. Harrison & Co, Bedford-row.  
Worthington, Edwd, St Paul's-pl, Wandsworth-rd, Brassfounder. Pet Nov 5. Nov 20 at 1. Lewis & Co, Basinghall-st.

### To Surrender in the Country.

Ackerman, John, Bridport, Dorset, Innkeeper. Pet Nov 6. Bridport, Dec 4 at 12. Manley, Bridport.  
Addison, Ellen Alicia, Lpool, Victualler. Pet Nov 6. Lpool, Nov 22 at 11. Dodge, Lpool.  
Barrett, Edwd Chas, All Saints, Cambridge, Accountant. Pet Nov 5. Nov 27 at 11. Palmy, Swaffham-prior.  
Broadhurst, Ralph, Brindleyford, Stafford, Writing Clerk. Pet Nov 6. Hanley, Nov 24 at 11. Tomkinson, Burslem.  
Brown, Thos, Hanthorne, Derby, Farmer. Pet Nov 7. Birm, Nov 27 at 11. Smith, Dilton.  
Buckley, Wm, Ashton-under-Lyne, Lancaster, Waste Dealer. Pet Nov 7. Manch, Nov 27 at 12. Toy, Ashton-under-Lyne.  
Carey, Adolphus Fredk, Brigham, Devon, Clerk. Pet Nov 6. Exeter, Nov 21 at 12. Gray, Exeter.  
Combs, Hy, Prisoner for Debt, Bristol. Adj Nov 6 (for pau). Bristol, Nov 23 at 12.  
Coward, Geo, Lpool, Butcher. Pet Nov 5. Lpool, Nov 20 at 3. Henry, Lpool.  
Dalt, John, jun, Wildmore Fen, Lincoln, Farmer. Pet Nov 6. Horn-castle, Nov 24 at 11. Brackenbury, Alford.  
Dibb, Wm, jun, Wakefield, York, out of business. Pet Nov 7. Leeds, Nov 22 at 12. Harle, Leeds.  
Fessey, Hy, Priors Hardwick, Warwick, out of business. Pet Nov 5. Southam, Nov 19 at 10. Walker, Southam.  
Flavel, Saml Hubbard, Aston, Warwick, Cab Driver. Pet Nov 3. Birm, Nov 23 at 10. Beaton, Birm.  
Fletcher, Joseph, Birm, Iron Sheet Manufacturer. Pet Nov 6. Birm, Nov 21 at 12. Free, Birm.  
Finns, Owen, Barrock Raika, Cumberland, Railway Contractor. Pet Nov 6. Whitehaven, Nov 21 at 10. Mason, Whitehaven.  
Garside, Jas, Sheffield, Butcher. Pet Nov 5. Sheffield, Nov 22 at 1. Dyson & Roberts, Sheffield.  
Goldsworthy, Athanasius, Redruth, Cornwall, Cabinet Maker. Pet Nov 6. Redruth, Nov 22 at 11. Trevena, Redruth.  
Hartley, John, Sheffield, Steel Converter. Pet Nov 6. Sheffield, Nov 22 at 1. Turner, Sheffield.  
Harvey, Wm Matcham, Nottingham, Hatter. Pet Nov 6. Birm, Nov 20 at 11. Cowley & Everall, Nottingham.  
Holden, Wm Thos, Walsall, Stafford, Carriage Hame Manufacturer. Pet Nov 6. Walsall, Nov 21 at 12. Duiznan & Co, Walsall.  
Hollings, John, Saddle Bridge, nr Northallerton, York, Farmer. Pet Nov 6. Leeds, Nov 22 at 11. Simpson, Leeds.  
Horseman, Geo, Newcastle-upon-Tyne, Fruiterer. Pet Nov 5. Newcastle, Nov 24 at 10. Keenleyside, Newcastle.  
Hubbard, Geo, Mickfold, Suffolk, Innkeeper. Pet Oct 27. Stow-market, Nov 10 at 10. Marriott, Stowmarket.  
Jackson, Norfolk Barstow, Birm, Attorney. Pet Nov 5. Birm, Nov 23 at 19. Free, Birm.  
Jenkins, Edwd, Stapleton, Gloucester, Hay Jobber. Pet Nov 6. Bristol, Nov 23 at 12. Clifton.  
Manley, Eliza, Redruth, Cornwall, Widow. Pet Nov 6. Redruth, Nov 22 at 11. Holloway, Redruth.  
Mayfield, Chas, Dilton, Stafford, out of employ. Pet Nov 1. Wolverhampton, Nov 26 at 12. Underhill, Wolverhampton.  
Milk, Matthew, North Tuddenham, Norfolk, no business. Adj Oct 19 (for pau). Norwich, Nov 14 at 11. Atkinson, Norwich.  
Newbold, Jas, Birm, Couch Body Maker. Pet May 24 (for pau). Birm, Nov 23 at 10.  
Nordaby, Geo Campbell, Hiworth Moor, York, Commercial Traveller. Pet Nov 6. York, Nov 20 at 11. Grayson, York.  
Norman, Edwd, Tonbridge Wells, Kent, Coal Merchant. Pet Nov 3. Tonbridge Wells, Nov 23 at 3. Cripps, Tonbridge Wells.  
Orchard, John, Long Eaton, Derby, Lace Manufacturer. Pet Nov 6. Birm, Nov 20 at 11. Smith, Derby.  
Palin, John, Lpool, Butcher. Pet Nov 5. Lpool, Nov 27 at 11. Cope-man, Lpool.  
Pendlebury, Wm, Birm, Comm Agent. Pet Nov 7. Birm, Nov 21 at 12. Free, Birm.  
Phillips, Wm, Saundersfoot, Pembroke, Builder. Pet Nov 5. Narberth, Nov 23 at 10. Parry, Pembroke Dock.  
Pickin, John, Sparkbrook, Warwick, Ironfounder. Pet Nov 5. Birm, Nov 23 at 2. Parry, Birm.  
Pratt, John, & Wm Pratt, Pudsey, York, Shoddy Manufacturers. Pet Nov 6. Leeds, Nov 19 at 11. Terry & Watson, Bradford.  
Rampton, Chas, Alton, Southampton, Watchmaker. Pet Nov 5. Alton, Nov 19 at 10. White, Guildford.  
Roebuck, Wm Richardson, Manch, Wholesale Grocer. Pet Nov 5. Manch, Dec 5 at 11. Higson & Co, Manch.  
Smith, Edwin Elisha, Cardiff, Glamorgan, Grocer. Pet Oct 30. Bristol, Nov 21 at 11. Griffiths, Cardiff.  
Smith, Matthew, Leeds, Builder. Pet Nov 7. Leeds, Nov 22 at 12. Harle, Leeds.



Tams, Jesse, Dresden, Stafford, out of business. Pet Nov 5. Stoke-upon-Trent, Nov 24 at 11. E. & A. Tennant, Hanley.  
 Taylor, Selina, Walsall, Stafford. Licensed Victualler. Pet Nov 5. Walsall, Nov 21 at 12. Daigman & Co. Walsall.  
 Thomas, Griffith, Newport, Monmouth, Licensed Victualler. Pet Nov 5. Bristol, Nov 21 at 11. Benson, Bristol.  
 Tunncliffe, Alfred, Leicester, Framesmith. Pet Nov 5. Leicester, Nov 24 at 10. Arnall, Leicester.  
 Viggers, David, Evershot, Dorset, Baker. Pet Nov 5. Bridport, Dec 4 at 12. Manley, Bridport.  
 Walker, Wm Hammond, Lpool, Comm Merchant. Pet Nov 7. Lpool, Nov 23 at 11. Duke & Goffey, Lpool.  
 Warner, Chas Thos, Stowmarket, Suffolk, Miller. Pet Nov 1. Stowmarket, Nov 17 at 11. Gudgeon, Stowmarket.  
 Westall, Wm Barry, Manch, Comm Agent. Pet Nov 7. Manch, Nov 21 at 12. Higson & Co. Manch.  
 White, Hy, Altrincham, Chester, Grocer. Pet Nov 6. Altrincham, Nov 21 at 11. Fowden, Altrincham.  
 Williams, Jas, Llanelly, Brecon, Farm Bailiff. Pet Nov 3. Crickhowell, Nov 22 at 12. Davies, Crickhowell.  
 Williams, Wm, Abergavenny, Monmouth, Innkeeper. Pet Nov 6. Abergavenny, Nov 20 at 12. Sayce, Abergavenny.  
 Williams, David Thos, Llanlloch, Carnarvon, Grocer. Pet Nov 6. Lpool, Nov 27 at 11. Evans & Co, Lpool.  
 Woodhouse, Saml, Tamworth, Stafford, Clothier. Pet Nov 6. Birm, Nov 22 at 12. Free, Birm.  
 Woolley, Geo, Birm, out of business. Pet Nov 5. Birm, Nov 19 at 12 East, Birm.

TUESDAY, Nov. 13, 1866.

To Surrender in London.

Allen, Jas, Lambourne, Essex, Assistant Carman. Pet Nov 8. Nov 28 at 1. Dobie, Basinghall-st.  
 Butcher, Joseph, Buckingham, Innkeeper. Pet Nov 8. Nov 28 at 1 Cooke, King-st, Cheapside.  
 Carton, Thos Wm, Forest-hill, Builder. Pet Nov 9. Nov 28 at 1. Tucker, St Swin's-lane  
 Clarke, Saml, Goding-st, Vauxhall, out of business. Pet Nov 6. Nov 28 at 12. Wood, Rupert-st, Haymarket.  
 Cohen, Chas, Gun-sq, Houndsditch, Fancy Stick Manufacturer. Pet Nov 7. Nov 27 at 11. Noon, New Broad-st.  
 Cooke, Ellis, Egham, Surrey, Widow, out of business. Pet Nov 6. Nov 27 at 12. Neale, Kennington-park.  
 Dear, Robt, Compton-st East, Brunswick-sq., out of business. Pet Nov 5. Nov 28 at 11. Angell, Guildhall-yard.  
 Ehrenberg, Jacob, Warwick-st, Regent-st, Tailor. Pet Nov 6. Nov 28 at 11. Lewis, St Marlborough-st.  
 Ellsworth, Hy, St Paul's Churchyard, Silk Merchant. Pet Oct 26. Dec 5 at 12. Harrison & Lewis, Old Jewry.  
 Fleming, John, High-st, Deptford, Tailor. Pet Nov 8. Nov 28 at 1. Pock, Lawrence Pountney-hill.  
 Glanz, Benj, Ellison-st, Aldgate, Tailor. Pet Nov 10. Dec 3 at 12. Smith, White Lion-street, Norton Folgate.  
 Haskins, Wm Bradshaw, King's-rd, Chelsea, Tailor. Pet Nov 7. Nov 27 at 11. Terry, King-st, Cheapside.  
 Heath, Robt Mudge, West-hill Grove, Battersea, Carpenter. Pet Nov 8. Nov 28 at 2. Dobie, Basinghall-st.  
 Hogg, Thos John, Shadwell-rd, Upper Holloway, Accountant. Pet Oct 23. Dec 3 at 11. Dobie, Basinghall-st.  
 Judge, Charles, East-st, Walworth, Leather Dealer. Pet Nov 10. Nov 28 at 2. Brooks & Co, Goddallman-st, Doctors'-Commons.  
 Leapman, Moss, and Lewis Leapman, St Paul's Churchyard, General Dealers. Pet Nov 9. Nov 28 at 11. Solomon, Finsbury-pl.  
 Lines, Saml, Ridge, St Alban's, Hertford, Blacksmith. Pet Nov 9. Nov 28 at 12. Hicks, Moorgate-st.  
 Mackie, James, Castle-st, Finsbury, out of business. Pet Nov 7. Nov 27 at 11. Beverly, Coleman-st.  
 Miles, Chas Hy, Queen's-ter, York-rd, Holloway, Colourman. Pet Nov 7. Nov 27 at 11. Miles, Basinghall-st.  
 Newman, John Phillip, Teddington, Midx, Tailor. Pet Nov 8. Nov 23 at 1. Marshall, Lincoln's-inn-fields.  
 Nodes, John, King-st West, Hammersmith, Undertaker. Pet Nov 7. Nov 28 at 12. Towne, St Russell-st, Bloomsbury.  
 Oram, Geo, Brunswick-parade, Upper Norwood, Dealer in Toys. Pet Nov 9. Nov 28 at 1. Cooke, New Broad-st.  
 Rawlin, John West, Irlingham-borough, Northampton, Journeyman Baker. Pet Nov 9. Nov 28 at 2. Orchard, John-st, Bedford-row.  
 Reid, Mayne, Gerrards-cross, Buckingham, Author. Pet Nov 5. Nov 28 at 11. Chilton, Lincoln's-inn-fields.  
 Stainthorpe, Wm Hy, Arundel-st, Strand, Articled Clerk. Pet Nov 8. Nov 27 at 12. Hoyte, Lincoln's-inn-fields.  
 Swift, Richd, Long-lane, Southwark, Merchant's Clerk. Pet Nov 8. Nov 28 at 1. Edwards, Bush-lane, Cannon-st.  
 Unthank, John, St George's-rd, Notting-hill, Warehouseman's Assistant. Pet Nov 10. Dec 3 at 11. Weeks & Son, Newgate-st.

To Surrender in the Country.

Allen, Jas, Knowle Common, Warwick, Bricklayer. Pet Oct 27. Solihull, Nov 24 at 10. East, Birm.  
 Astbury, Thos, Northop, Flint, Farmer. Pet Nov 9. Lpool, Nov 29 at 12. Kent, Lpool.  
 Atkins, Joseph, Wednesbury, Stafford, Butcher. Pet Nov 7. Walsall, Nov 24 at 12. Ebsworth, Wednesbury.  
 Baker, Geo, Welton, Nottingham, Tailor. Pet Nov 6. Worksop, Nov 20 at 10. Ashley, Newark.  
 Beacall, Wm, Hanley, Stafford, Packer. Pet Nov 10. Hanley, Dec 1 at 11. Tennant, Hanley.  
 Blount, Thos, Tilton-on-the-Hill, Leicester, Farmer. Pet Nov 9. Birm, Nov 26 at 12. Durrant, Leicester.  
 Brown, Hy, Lpool. Pet Nov 7. Lpool, Nov 26 at 3. Henry, Lpool.  
 Brown, Matthew, Glossop, Derby, Joiner. Pet Nov 8. Chapel-en-le-Frith, Nov 23 at 1. Roberts, Manch.  
 Buckley, Chas, Rochdale, Lancaster, Farmer. Pet Nov 9. Manch, Nov 24 at 12. Standing, Rochdale.  
 Caswell, Jas, Powick, Worcester, Beerhouse Keeper. Pet Nov 10. Worcester, Nov 26 at 11. Wilson, Worcester.  
 Cooke, John, West Anstey, Devon, Timekeeper. Pet Nov 10. Southmolton, Dec 1 at 12.30. Benefact, Barnstaple.

Davies, John, Birm, Baker. Pet Oct 29. Birm, Nov 23 at 10. Free, Birm.  
 Davies, Caleb, Briton Ferry, Glamorgan, Teadear. Pet Nov 8. Neath, Nov 26 at 11. Cuthbertson, Neath.  
 Davy, Arthur, David Davy, and George Bagshaw, Sheffield, Spring Knife Manufacturers. Pet Nov 10. Leeds, Nov 24 at 12. Fernall, Sheffield.  
 Day, Charles, Hertford, Baker. Pet Nov 3. Hitchin, Nov 23 at 11. Evans, Hitchin.  
 Dennett, Chas, Sandown, Isle of Wight, Builder. Pet Nov 7. Newport, Nov 24 at 11. Beckingsale, Newport.  
 Evans, Geo, Bournemouth, Hants, Labourer. Pet Nov 9. Christchurch, Nov 24 at 11.30. Everett, Bournemouth.  
 Gibbs, John Mearns, Bath, Tailor. Pet Nov 7. Bath, Nov 23 at 11. Bartrum, Bath.  
 Glover, Saml, Handsworth, Stafford, Licensed Victualler. Pet Nov 10. Birm, Nov 26 at 12. Hodgson & Son, Birm.  
 Haines, Chas Churchill, Brighton, Watch Maker. Pet Nov 8. Brighton, Nov 28 at 11. Lamb, Brighton.  
 Harris, Hy Hall, Newcastle-upon-Tyne, out of business. Pet Nov 1. Newcastle, Nov 24 at 10. Robson, Gateshead.  
 Higgett, Wm, jun, Kirkdale, nr Lpool, Greengrocer. Pet Nov 7. Lpool, Nov 26 at 3. Crockett, Lpool.  
 Hyland, Thos, Maidstone, Kent, Paper Maker. Pet Nov 6. Maidstone, Nov 23 at 11. Morgan, Maidstone.  
 Jones, Wm Buckley, Lpool, Shipwright. Pet Nov 8. Lpool, Nov 28 at 11. Evans & Co, Lpool.  
 King, Saml, Leeds, Forgeman. Pet Nov 8. Leeds, Nov 24 at 11. Ferns, Leeds.  
 Liseter, Frederic, Birm, Refreshment Rooms Proprietor. Pet Nov 10. Birm, Nov 30 at 12. Duke, Birm.  
 Manley, Mathew, Burnley, Lancaster, Porter. Pet Nov 8. Burnley, Nov 29 at 3. Backhouse & Whittam, Burnley.  
 Morgan, Thos, Llangynydd, Glamorgan, Stationer. Pet Nov 1. Bridgend, Nov 24 at 12. Morris, Swansea.  
 Morgans, Richd, Pembroke Dock, Pembroke, Housebuilder. Pet Nov 10. Pembroke, Nov 27 at 10. Parry, Pembroke Dock.  
 Oakes, Geo, Denby Grange, nr Wakefield, York, Farmer. Pet Nov 1. Leeds, Nov 26 at 11. Simpson, Leeds.  
 Osborne, Wm John, Gloucester, Stock Broker. Pet Nov 1. Bristol, Nov 28 at 11. Fussell & Frichard, Bristol.  
 Onions, Thos, Birm, out of business. Pet Nov 9. Birm, Nov 26 at 11. Southall & Nelson, Birm.  
 Pagdin, John, Gainsborough, Lincoln, Maltster. Pet Nov 9. Leeds, Nov 23 at 12. Oldman & Wood, Gainsborough.  
 Price, Wm Hy, Southsea, Hants, Licensed Victualler. Pet Nov 6. Portsmouth, Nov 24 at 11. White, Portsea.  
 Puntton, Geo, Hartlepool, Durham, out of business. Pet Nov 10. Stockton-on-Tees, Nov 28 at 11. Brignall, Durham.  
 Rawcastle, Jas, Newcastle-upon-Tyne, Ale Merchant. Pet Nov 9. Newcastle-upon-Tyne, Nov 28 at 11.30. Hoyle & Co, Newcastle-upon-Tyne.  
 Richardson, Geo, Middlesbrough, York, Journeyman Butcher. Pet Nov 10. Stockton-on-Tees, Nov 28 at 11. Dobson, Middlesbrough.  
 Smith, Arthur, Birkenhead, Chester, Provision Dealer. Pet Nov 10. Birkenhead, Nov 28 at 10. Moore, Birkenhead.  
 Tidy, Jas, Brighton, Sussex, French Polisher. Pet Nov 10. Brighton, Nov 28 at 10. Lamb, Brighton.  
 Webb, Geo, Reading, Berks, Hairdresser. Pet Nov 8. Reading, Dec 1 at 10. Slocomb.  
 Westoby, Jas, Sherwood, Middlesbrough, York, Beerhouse Keeper. Pet Nov 10. Stockton-on-Tees, Nov 28 at 11. Dobson, Middlesbrough.  
 Wilkinson, Wm, Kidderminster, Worcester, Builder. Pet Nov 9. Birm, Nov 26 at 12. Corbet, Kidderminster.  
 Williams, John Richard, Blaenau Ffestiniog, Merioneth, Draper. Pet Nov 7. Portmadoc, Nov 23 at 11. Hughes, Holyhead.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 9, 1866.

Davis, John & John Davis, jun, Aldershot, Southampton, Contractors. Nov 6.  
 Lyall, Robt, Walecot, North Walsham, Norfolk, Farmer. Nov 3.  
 Marks, Joseph Maurice, Birm, Comm Agent. Oct 31.

TUESDAY, Nov. 13, 1866.

Taylor, Mary Elizabeth, Openshaw, nr Manch, Beerseller. Nov 7.

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